

MEETING NOTICE

DATE: June 15, 2024
TO: Library Board, Mayor, City Clerk, and City Attorney
FROM: Ryan Wieber, Library Director
SUBJECT: Library Board Meeting

DATE AND PLACE OF MEETING: June 18, 2024
Anderson Branch Library
3635 Touzalin Ave
Lincoln, NE 68507

STARTING TIME OF MEETING: 6:00 p.m.
CHAIR OF MEETING: Dan Sloan, President
PURPOSE OF MEETING: Monthly Business Meeting

AGENDA

1. Call to Order and Announcement of Open Meetings Law
2. Approval of Agenda*
3. Public Comment on Agenda Items
4. Approval of May 21, 2024, Meeting Minutes*
5. Standing Committee Reports
 - a. Committee on Administration
 - i. Recommendation for Library Board Appointment*
 - b. Committee on Finance
 - i. Approval of Monthly Recap of Expenditures for May, 2024*
6. Special Committee Reports
 - a. Foundation Executive Director Report: Gail McNair
7. New Business
 - a. North East Service Unit (NESU) Report/Intern introduction – NESU Manager, Kim Shelley
 - b. SirsiDynix 5-year Contract*
 - c. Contract Extension with BVH for Phase 1.1 Architectural Services*
 - d. Closing Policy*
 - e. Holidays & Closing Dates for FY 24-25*
8. President's Report
9. Assistant Library Director's Report
10. Library Director's Report
11. Public Comment – Anyone wishing to address the board on a matter not on this agenda may do so at this time.

*Action Item

Proposed agenda kept continually current and available for inspection at the Administrative Office of the Bennett Martin Public Library. The Board shall have the right to modify the agenda at said public meeting when convened.

ACCOMMODATION NOTICE The City of Lincoln complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public's access to and participating in public meetings is a priority for the City of Lincoln. In the event you are in need of a reasonable accommodation in order to attend or participate in a public meeting conducted by the City of Lincoln, please contact the Lincoln Commission on Human Rights at 402-441-7624, or the City Ombudsman at 402-441-7511, as soon as possible before the scheduled meeting date in order to make your request. *Open Meetings Act of the State of Nebraska posted in meeting room.*

Library Board Meeting Minutes

TUESDAY, MAY 21, 2024, 8:00 a.m.
BENNETT MARTIN PUBLIC LIBRARY
LINCOLN, NEBRASKA

BOARD MEMBERS PRESENT

Dan Sloan, Joe Shaw, Rhonda Seacrest, Lisa Hale, Jackie Ostrowicki, Morgan Gerteisen, Patty Beutler, Nichole Bogen arrived late. A quorum was present.

CALL TO ORDER AND ANNOUNCEMENT OF POSTING OF OPEN MEETINGS ACT

President Sloan called the meeting to order at 8:00 a.m. and announced the Open Meetings Law was posted and available for review.

APPROVAL OF AGENDA

Sloan noted that the Agenda/Meeting Notice was posted according to the Open Meetings Act of the State of Nebraska. Sloan asked for a motion to approve the Agenda as posted. Beutler so moved. Gerteisen seconded. There was no discussion. **ROLL CALL VOTE:** Gerteisen, Hale, Beutler, Ostrowicki, Seacrest, Shaw, Sloan – AYE. Motion carried 7-0.

PUBLIC COMMENT ON AGENDA ITEMS

No Public Comment.

APPROVAL OF APRIL 16, 2024 MEETING MINUTES

Sloan noted that the April meeting minutes had been distributed and asked for a motion to approve. Ostrowicki so moved. Gerteisen seconded. There was no discussion. **ROLL CALL VOTE:** Hale, Beutler, Ostrowicki, Seacrest, Shaw, Sloan, Gerteisen – AYE. Motion carried 7-0.

STANDING COMMITTEE REPORTS

Committee on Administration

No report. Member Bogen arrived at this time.

Committee on Finance

Approval of Monthly Recap of Expenditures for April 2024

Treasurer Ostrowicki shared that the Library's Operational Expenditures for April, 2024 were \$756,212.09, Expenditures from the Heritage Room Fund were \$2,404.55 and from the Polley Music Fund were \$9,3671.18 for Total Operational Expenditures of \$767,977.82. Total Expenditures from Grants were \$3,876.23, from Keno funds \$80,270.80 and from Misc. Library Donations \$3,663.71 for a Total of Expenditures of Other Funds of \$87,810.74. Grand Total Expenditures for April were \$855,788.56. Ostrowicki moved approval of the report. Hale seconded. There was no discussion. **ROLL CALL VOTE:** Beutler, Ostrowicki, Seacrest, Shaw, Sloan, Gerteisen, Hale – AYE. Motion carried 7-0.

Committee on Buildings and Grounds

No report

SPECIAL COMMITTEE REPORTS

Foundation Executive Director Report

In Gail McNair's absence, Wieber shared that the Wine and Dine event last month was well attended, and this coming Monday, Memorial Day, May 27th from 9:30-11:30 a.m. the top three One Book One Lincoln nominees will be announced at the Mill.

NEW BUSINESS

Financial Report: Cash Flow for Buildings & Grounds, and Media Budget vs. Actual

Accountant Ali Larson presented the report provided in the Board Agenda Packet and answered questions on the City's budget procedures and deadlines, the future of Keno funds and how Support Services balances the rising cost of downloadable materials against rising demand.

PRESIDENT'S REPORT

Sloan reminded the board applications for the next Library Board Member are being accepted through the end of May.

ASSISTANT LIBRARY DIRECTOR'S REPORT

Director Wieber welcomed Walt Branch Manager Jodene Glaesemann who has taken on the duties of Interim Assistant Director. Glaesemann reported on progress on current staff vacancies. Wieber shared that everyone, but particularly Bennett Martin and Gere are feeling a staffing pinch due to several vacancies. Glaesemann commended Office Specialist Heath Gewecke for his hard work filling the many open positions. Part-time staff are stepping up from all over the system to cover public service hours. She reported, most library jobs attract well over one hundred qualified applicants. She gave an overview of the 2024 Summer Reading Challenge plans including prizes and programming highlights, and shared details of collaborations with the Saltdogs, Pinewood Bowl and the Lied Center. Wieber commended the team who have worked together to make it all happen.

LIBRARY DIRECTOR'S REPORT

Director Wieber reported progress on the new 5-year SirsiDynix contract. He shared there will be a pop-up book sale at Walt on Saturday, June 1 from 10:00 a.m. to 5:00 p.m. and that plans for an August 17th opening of the Local History section at Bennett Martin are proceeding. He shared that the E. N. Thompson Forum is bringing author, Amy Tan to the Lied Center on September 24th and the library will coordinate books and programming with her visit. He shared some new hire information at the City including Chris Tribsch as Chief Communications Officer. Plans are being made to celebrate the 150th anniversary of Willa Cather's birth with a ceremony presenting the Cather statuette donated by Jeff Kirkpatrick and Glenda Pierce at Gere in September. Wieber shared that the disposition of the property adjacent to Bethany Library is with Urban Development and options for spillover parking for Bethany Branch use is being pursued.

PUBLIC COMMENT

There was no public comment.

There being no further business, the meeting was adjourned at 8:35 a.m.



LINCOLN
City Libraries

Memo to the Library Board

June 2024

Please note: this month's Board meeting is at **Anderson Branch Library**, June 18, at 6:00PM.

FISCAL YEAR 2023-2024 BUDGET: The actual budget expended year to date is 74.75%, compared to the budgeted 75.00%. Annual adjusted expenditures to date is 74.49%.

STANDING COMMITTEE REPORTS

Committee on Administration

The Committee met on June 6 to review candidate applications (5 total were received) for the upcoming board vacancy. Their recommendation to the board is Terri Dunlap.

Committee on Buildings and Grounds

The Committee did not meet.

Committee on Finance

*Approval of Monthly Recap of Expenditures—Action Item

Reports are attached. Jackie Ostrowicki of the Finance Committee will bring forward a motion to approve. The committee did not meet during the month.

SPECIAL COMMITTEE REPORTS

Foundation Executive Director Report: Gail McNair

NEW BUSINESS

a. SirsiDynix Five-Year Contract for ILS Services (*approval needed*)

The board typically approves an annual contract renewal with Sirsi for the library's catalog/patron database (ILS), however, we'll see better year to year savings if we look toward a five-year contract. City Law worked with

Sirsi to arrive at an updated Master Service Agreement. If approved, this agreement will go before City Council because of its multiyear status in addition to being a “sole source.” For reference, the Agreement is included in your board packet; and pages 10-11 show the pricing and current services and modules provided. The annual cost increase is 3.9%.

Year 1	\$79,291.77
Year 2	\$82,384.15
Year 3	\$85,597.13
Year 4	\$88,935.42
Year 5	\$92,403.90

b. Contract Extension with BVH for Phase 1.1 Architectural Services

(approval needed)

This extends the current Phase 1.1 Conceptual Design and Planning for Branch Improvements and Central Library work with BVH Architecture through June 30, 2025. To date expenditures toward this phase is \$105,000.

c. Closing Policy *(approval needed)*

As required the Board reviews each library policy every 3-4 years. This policy received administrative and legal review, and no changes are recommended at this time.

d. Holidays & Closing Dates for FY 24-25 *(approval needed)*

The Board annually reviews recommended holidays and days of closure. Notice the requested Staff Inservice Day closure listed for Friday, September 20, 2024.

PRESIDENT’S REPORT

ASSISTANT DIRECTOR’S REPORT

DIRECTOR’S REPORT

I will be absent from this month’s board meeting. Please refer to my printed director’s report, and I’d be glad to answer any questions the Board may have upon my return—and Sarah Dale and Jodene Glaesemann can aptly provide assistance, too.

CONTRACTS FILED

Business Name	Description
Theatre Arts for Kids	To give performances as part of the Library's Summer Reading Challenge programming at the dates, times, and library locations listed in the agreement at a cost not to exceed \$400.
Euphoria c/o Carissa Anderson	Provide a talk on the naturally occurring qualities and characteristics of crystals on July 11 at Walt Branch Library as part of the Summer Reading Challenge programming at a cost not to exceed \$125.
Gray Communications	To provide a presentation about extreme weather and give tours of the Weather Shield vehicle as part of Summer Reading Challenge programming, on Saturday, June 22 at Walt Branch Library, 6701 S 14th St., Lincoln, NE 68512 at no cost.
Jeff Sikora, dba "Jeff Quinn, Magician"	Performances as Jeff Quinn the Magician for Summer Reading Program.
Nebraska Extension	To provide two presentations on babysitting, child development, and safety at library locations noted in the agreement as part of the Library's Summer Reading Challenge at no cost.
Lincoln Bike Kitchen	Provide presentations on bike safety, repair, and maintenance to kids and families as part of Lincoln City Libraries' Summer Reading Challenge programming.
Humanities Nebraska	To provide speaker David Seay to present the program, "The Tradition in Traditional Folk Music" at Bennett Martin Public Library on July 25, 2024 at a cost not to exceed \$50.
Music Studio, LNK	Present a Music Exploration Experience for kids at the dates/times/library branches listed in the agreement at no cost.
YMCA (Cooper Branch)	For cooperatively planning and presenting "The Great Book Chase" program at Walt Branch Library as part of Lincoln City Libraries' Summer Reading Challenge on Monday, July 29, 2024 at no cost.
Kath Conroy	To give two presentations on sewing at the dates, times and locations in the agreement at no cost.
Wildlife Encounters	To provide book-related wildlife conservation programs as part of the Summer Reading Challenge at the dates, times and library locations listed in the agreement at a cost not to exceed \$4,675.
Raptor Conservation Alliance	To bring bird ambassadors and learn about their importance and how to keep them safe on the time and date in the agreement at a cost not to exceed \$125.
Westminster Presbyterian Church	For use of the Westminster Fellowship Hall for South Branch Library's Summer Reading Program events on the dates listed in the agreement at a cost of \$100.00 per event, not to exceed \$500.00



LINCOLN CITY LIBRARIES
136 S. 14th Street
Lincoln, NE 68508-1899

MEMORANDUM

TO: Library Board

FROM: Ali Larson, LCL Business Office

RECAP OF EXPENDITURES - MAY 2024

Library Operational Budget - FY 2023-24	\$ 1,130,130.88	
Library Enc/Reapp - From FY 2022-23	-	
Heritage Room Fund - FY 2023-24	3,606.84	
Polley Music Library - FY 2023-24	13,012.02	
	<hr/>	
Total Operational Expenditures		\$ 1,146,749.74
Grants	\$ 56,843.13	
Hompes Fund	-	
Keno	167,254.18	
Miscellaneous Library Donations Funds	10,313.58	
Capital Improvements	12,774.33	
	<hr/>	
Total Expenditures - Other Funds		247,185.22
		<hr/>
TOTAL EXPENDITURES		\$ 1,393,934.96

**Lincoln City Libraries
May 2024 Use Report**

Location	Loans	Visits	Computer Reservations	Program & Outreach Attendance	May 2024	May 2023	Total	CHANGE
					Total Use	Total Use	Use	
Bennett Martin Public Library	14,875	11,233	2,490	705	29,303	27,030		8.41%
Anderson Branch	12,565	5,966	764	452	19,747	19,237		2.65%
Bethany Branch	8,714	3,457	241	216	12,628	12,675		-0.37%
Eiseley Branch	23,676	10,407	1,511	1,673	37,267	36,979		0.78%
Gere Branch	61,327	20,798	1,286	2,529	85,940	88,538		-2.93%
South Branch	9,810	4,109	565	397	14,881	14,709		1.17%
Walt Branch	43,869	14,811	1,116	3,703	63,499	59,207		7.25%
Williams Branch	985	1,094	171	143	2,393	1,305		83.37%
Lied Bookmobile	2,155	539	0	41	2,735	2,127		28.58%
InterLibrary Loan	162	0	0	0	162	165		-1.82%
SUBTOTAL	178,138	72,414	8,144	9,859	268,555	261,972		2.51%
DownloadStream Audio	44,120	0	0	0	44,120	39,277		12.33%
Download/Stream eBooks	31,073	0	0	0	31,073	30,272		2.65%
Stream Video	1,168	0	0	0	1,168	988		18.22%
Download SUBTOTAL	76,361	0	0	0	76,361	70,537		8.26%
TOTAL CIRCULATION	254,499	72,414	8,144	9,859	344,916	332,509		3.73%

WiFi Sessions	131,801	116,322	13.31%
WiFi Users	9,831	10,838	-9.29%
Website Users	103,646	62,462	65.93%
Website Sessions	141,012	121,714	15.86%
Database Use	8,291	8,599	-3.58%

Holdings Report	PRINT		NON PRINT		Total	REGISTRATIONS	2024	2023	Change
	Adult	Youth	Adult	Youth		Purged			
Owned	363,007	318,480	79,699	33,421	794,607	Purged	820	868	-5.53%
Added	2,188	2,951	229	7	5,375	Active			
Withdrawn	5	-7	-13	-3	-18	Resident	147,876	146,711	0.79%
Current	365,200	321,424	79,915	33,425	799,964	ConnectED	48,246	42,743	12.87%
						County	9,007	9,137	-1.42%
						NonResident	942	938	0.43%
						Reciprocal	491	482	1.87%
						Limited Use	9,707	8,445	14.94%
						Total Active	216,269	208,456	3.75%

**May 2024 Use Compared to May 2023
Lincoln City Libraries**

Location	Print Checkouts		Print Loan	Non-Print Checkouts		Non-Print	Total Checkouts		Total Loan
	2024	2023	Change	2024	2023	Loan Change	2024	2023	Change
BMPL	11,970	11,492	4.16%	2,905	2,567	13.17%	14,875	14,059	5.80%
Anderson	10,468	10,065	4.00%	2,097	2,396	-12.48%	12,565	12,461	0.83%
Bethany	7,744	7,462	3.78%	970	1,147	-15.43%	8,714	8,609	1.22%
Eiseley	21,109	21,456	-1.62%	2,567	2,957	-13.19%	23,676	24,413	-3.02%
Gere	53,928	57,384	-6.02%	7,399	7,946	-6.88%	61,327	65,330	-6.13%
South	8,671	8,787	-1.32%	1,139	1,390	-18.06%	9,810	10,177	-3.61%
Walt	39,023	38,619	1.05%	4,846	4,822	0.50%	43,869	43,441	0.99%
Williams	790	393	101.02%	195	193	1.04%	985	586	68.09%
Lied Bookmobile	1,976	1,441	37.13%	179	159	12.58%	2,155	1,600	34.69%
InterLibrary Loan	162	165	-1.82%	0	0	0.00%	162	165	-1.82%
Subtotal Checkouts	155,841	157,264	-0.90%	22,297	23,577	-5.43%	178,138	180,841	-1.49%
Download/Stream Audio	0	0	0.00%	44,120	39,277	12.33%	44,120	39,277	12.33%
Download/Stream eBook	0	0	0.00%	31,073	30,272	2.65%	31,073	30,272	2.65%
Stream Video	0	0	0.00%	1,168	988	18.22%	1,168	988	18.22%
TOTAL CHECKOUTS	155,841	157,264	-0.90%	98,658	94,114	4.83%	254,499	251,378	1.24%

Location	Youth Checkouts		Youth Loan	Adult Checkouts		Adult Loan	Visits	Visits	Visits
	2024	2023	Change	2024	2023	Change	2024	2023	Change
BMPL	5,593	5,789	-3.39%	9,282	8,270	12.24%	11,233	10,224	9.87%
Anderson	6,539	6,402	2.14%	6,026	6,059	-0.54%	5,966	5,855	1.90%
Bethany	5,571	5,241	6.30%	3,143	3,368	-6.68%	3,457	3,420	1.08%
Eiseley	15,992	16,303	-1.91%	7,684	8,110	-5.25%	10,407	9,845	5.71%
Gere	37,236	39,241	-5.11%	24,091	26,089	-7.66%	20,798	20,083	3.56%
South	5,743	5,921	-3.01%	4,067	4,256	-4.44%	4,109	3,603	14.04%
Walt	31,010	31,099	-0.29%	12,859	12,342	4.19%	14,811	13,614	8.79%
Williams	735	374	96.52%	250	212	17.92%	1,094	607	80.23%
Lied Bookmobile	1,512	1,104	36.96%	643	496	29.64%	539	488	10.45%
InterLibrary Loan	0	0	0.00%	162	165	-1.82%	0	0	0.00%
Subtotal Checkouts	109,931	111,474	-1.38%	68,207	69,367	-1.67%	72,414	67,739	6.90%
Download/Stream Audio	6,243	5,589	11.70%	37,877	33,688	12.43%	0	0	0.00%
Download/Stream eBook	5,403	4,536	19.11%	25,670	25,736	-0.26%	0	0	0.00%
Stream Video	0	0	0.00%	1,168	988	18.22%	0	0	0.00%
TOTAL CHECKOUTS	121,577	121,599	-0.02%	132,922	129,779	2.42%	72,414	67,739	6.90%

Location	Program & Outreach Attendance - Youth		P&O Att - Youth	Program & Outreach Attendance - Adult		P&O Att - Adult	Computer Use		Computer
	2024	2023	Change	2024	2023	Change	2024	2023	Change
BMPL	360	377	-4.51%	345	248	39.11%	2,490	2,122	17.34%
Anderson	452	241	87.55%	0	0	0.00%	764	680	12.35%
Bethany	167	273	-38.83%	49	41	19.51%	241	332	-27.41%
Eiseley	1,657	1,470	12.72%	16	7	128.57%	1,511	1,244	21.46%
Gere	2,488	1,672	48.80%	41	156	-73.72%	1,286	1,297	-0.85%
South	393	443	-11.29%	4	8	-50.00%	565	478	18.20%
Walt	3,548	1,042	240.50%	155	84	84.52%	1,116	1,026	8.77%
Williams	137	28	389.29%	6	0	0.00%	171	84	103.57%
Lied Bookmobile	0	0	0.00%	41	39	5.13%	0	0	0.00%
TOTAL	9,202	5,546	65.92%	657	583	12.69%	8,144	7,263	12.13%

LINCOLN CITY LIBRARIES

Monthly Categorical Report

May 31, 2024

	Budget Amount	Budgeted Year-to-Date	Expended Year-to-Date	Balance	Current Month Expended
Administration-Div. 1					
Personnel	\$ 884,268.00	\$ 663,201.00	\$ 783,555.68	\$ 100,712.32	\$ 175,791.28
Supplies	33,000.00	24,750.00	22,998.55	10,001.45	683.45
Services & Charges	93,474.00	70,105.50	73,404.43	20,069.57	2,210.45
Other	-	-	-	-	-
Total	\$ 1,010,742.00	\$ 758,056.50	\$ 879,958.66	\$ 130,783.34	\$ 178,685.18
Percent Expended		75.00%	87.06%		
Buildings & Grounds-Div. 2					
Personnel	\$ 125,474.00	\$ 94,105.50	\$ 95,601.54	\$ 29,872.46	\$ 13,676.54
Supplies	25,000.00	18,750.00	22,700.24	2,299.76	5,322.91
Services & Charges	1,026,920.00	770,190.00	816,314.27	210,605.73	112,161.01
Other	90,900.00	68,175.00	67,412.31	23,487.69	21,996.49
Total	\$ 1,268,294.00	\$ 951,220.50	\$ 5.00	\$ 266,265.64	\$ 153,156.95
Percent Expended		75.00%	0.00%		
Public Service-Div. 3					
Personnel	\$ 5,847,868.00	\$ 4,385,901.00	\$ 4,227,829.18	\$ 1,620,038.82	\$ 584,904.72
Supplies	65,500.00	49,125.00	40,167.13	25,332.87	4,563.86
Services & Charges	46,750.00	35,062.50	47,173.54	(423.54)	18,046.08
Other	-	-	-	-	-
Total	\$ 5,960,118.00	\$ 4,470,088.50	\$ 4,315,169.85	\$ 1,644,948.15	\$ 607,514.66
Percent Expended		75.00%	72.40%		
Support Services-Div. 4					
Personnel	\$ 1,222,052.00	\$ 916,539.00	\$ 907,631.13	\$ 314,420.87	\$ 127,592.08
Supplies	63,500.00	47,625.00	36,746.35	26,753.65	6,199.56
Services & Charges	474,019.00	355,514.25	263,493.66	210,525.34	2,630.46
Other	955,000.00	716,250.00	782,750.19	172,249.81	54,351.99
Total	\$ 2,714,571.00	\$ 2,035,928.25	\$ 1,990,621.33	\$ 723,949.67	\$ 190,774.09
Percent Expended		75.00%	73.33%		
Total Library Operational					
Personnel	\$ 8,079,662.00	\$ 6,059,746.50	\$ 6,014,617.53	\$ 2,065,044.47	\$ 901,964.62
Supplies	187,000.00	140,250.00	122,612.27	64,387.73	16,769.78
Services & Charges	1,641,163.00	1,230,872.25	1,200,385.90	440,777.10	135,048.00
Other	1,045,900.00	784,425.00	850,162.50	195,737.50	76,348.48
Total	\$ 10,953,725.00	\$ 8,215,293.75	\$ 8,187,778.20	\$ 2,765,946.80	\$ 1,130,130.88
Percent Expended		75.00%	74.75%		
Other Library Fund Appropriations					
	Amount Appropriated		Expended Year-to-Date	Balance	Current Month Expended
FY 2022-23 Reappropriated	\$ 898,514.20		\$ 350,234.75	\$ 548,279.45	\$ -

**LINCOLN CITY LIBRARIES - FUND BALANCES
MAY 2024**

	Beginning Balance	Receipts	Expended	Ending Balance
<u>GRANT FUNDS</u>				
Net Lender Fund	\$ 981.60	\$ -	\$ -	\$ 981.60
NLC NE eReads Grant 2023	47,242.00	6,000.00	34,072.13	19,169.87
NLC Youth Grant 2023	789.35	-	-	789.35
State Aid 2022	124.00	-	124.00	(0.00)
State Aid 2023	52,321.00	-	22,647.00	29,674.00

DONATED FUNDS

Heritage Room	\$ 164,995.79	\$ 757.37	\$ 3,606.84	\$ 162,146.32
Polley Music Library	291,666.10	1,399.79	13,012.02	280,053.87
Joseph J. Hompes	131,914.81	572.85	-	132,487.66
Misc. Library Donations	743,610.74	9,180.98	10,313.58	742,478.14
Alice Nielsen	83,407.28	377.22	-	83,784.50
Dorothy Holland	119,977.44	542.62	-	120,520.06
Glennis Leapley	63,818.98	288.63	-	64,107.61
Lincoln Cares	27,383.67	486.84	-	27,870.51

APPROPRIATED FUNDS

	Budget	Expended		Balance
		May 2024	Exp-to-Date	
Heritage Room FY 2023-24	\$ 41,073.00	\$ 3,606.84	\$ 24,014.45	\$ 17,058.55
Polley Music Library FY 2023-24	99,169.00	13,012.02	87,428.49	11,740.51
Keno FY 2022-23	157,648.00	131,140.00	157,648.00	-
Keno FY 2023-24	1,010,930.00	36,114.18	345,585.02	665,344.98
Capital Improvement Projects				
FY 2020-21 Williams	945,455.34	12,774.33	941,175.97	4,279.37
FY 2021-22 Bookmobile	450,000.00	-	-	450,000.00
FY 2022-23 Bennett Martin Elevator 1-4	200,000.00	-	-	200,000.00
FY 2023-24 Bennett Martin Carpet	75,000.00	-	67,131.00	7,869.00

**Lincoln City Libraries
May 2024 Fiscal Year To Date Use Report**

Location	Loans			Visits			Computer Reservations			Program & Outreach Attendance			Total Use		
	FY 23-24 YTD	FY 22-23 YTD	YTD Change	FY 23-24 YTD	FY 22-23 YTD	YTD Change	FY 23-24 YTD	FY 22-23 YTD	YTD Change	FY 23-24 YTD	FY 22-23 YTD	YTD Change	FY 23-24 YTD	FY 22-23 YTD	YTD CHANGE
Bennett Martin Public Library	125,719	117,545	6.95%	97,763	94,972	2.94%	20,264	21,165	-4.26%	7,060	6,895	2.39%	250,806	240,577	4.25%
Anderson Branch	102,693	104,029	-1.28%	48,620	45,696	6.40%	6,672	6,205	7.53%	5,963	5,716	4.32%	163,948	161,646	1.42%
Bethany Branch	67,438	74,590	-9.59%	26,464	26,616	-0.57%	2,240	2,189	2.33%	2,121	2,496	-15.02%	98,263	105,891	-7.20%
Eiseley Branch	201,131	212,382	-5.30%	83,342	78,072	6.75%	12,202	10,413	17.18%	12,522	13,726	-8.77%	309,197	314,593	-1.72%
Gere Branch	519,954	560,013	-7.15%	167,776	159,702	5.06%	9,908	11,212	-11.63%	14,058	11,903	18.10%	711,696	742,830	-4.19%
South Branch	82,048	84,770	-3.21%	31,880	30,291	5.25%	4,099	4,057	1.04%	1,986	2,507	-20.78%	120,013	121,625	-1.33%
Walt Branch	357,207	362,066	-1.34%	114,058	106,748	6.85%	9,402	9,026	4.17%	13,703	9,266	47.88%	494,370	487,106	1.49%
Williams Branch	8,594	6,787	26.62%	14,255	5,876	142.60%	1,197	561	113.37%	1,112	851	30.67%	25,158	14,075	78.74%
Lied Bookmobile	13,498	14,918	-9.52%	2,929	3,991	-26.61%	0	0	0.00%	959	2,619	-63.38%	17,386	21,528	-19.24%
InterLibrary Loan	1,380	1,783	-22.60%	0	0	0.00%	0	0	0.00%	0	0	0.00%	1,380	1,783	-22.60%
SUBTOTAL	1,479,662	1,538,883	-3.85%	587,087	551,964	6.36%	65,984	64,828	1.78%	59,484	55,979	6.26%	2,192,217	2,211,654	-0.88%
DownloadStream Audio	379,468	324,399	16.98%	0	0	0.00%	0	0	0.00%	0	0	0.00%	379,468	324,399	16.98%
Download/Stream eBooks	282,551	255,739	10.48%	0	0	0.00%	0	0	0.00%	0	0	0.00%	282,551	255,739	10.48%
Stream Video	8,414	7,792	7.98%	0	0	0.00%	0	0	0.00%	0	0	0.00%	8,414	7,792	7.98%
Download SUBTOTAL	670,433	587,930	14.03%	0	0	0.00%	0	0	0.00%	0	0	0.00%	670,433	587,930	14.03%
TOTAL LOANS	2,150,095	2,126,813	1.09%	587,087	551,964	6.36%	65,984	64,828	1.78%	59,484	55,979	6.26%	2,862,650	2,799,584	2.25%

	FY 23-24 YTD	FY 22-23 YTD	YTD Change
Online Registrations	988	0	0.00%
Overall Registrations	8386	8045	4.24%

WiFi Sessions	1,102,724	960,365	14.82%
WiFi Users	85,603	93,722	-8.66%
Website Users	789,841	550,851	43.39%
Website Sessions	1,061,551	1,078,467	-1.57%
Database Use	73,701	106,535	-30.82%

MASTER AGREEMENT BETWEEN LINCOLN CITY LIBRARIES AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

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and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

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parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Upon expiration of this Agreement, SirsiDynix's sole obligation to Customer with respect to Customer Data will be:

(i) In the case of data stored in a Symphony ILS, extracting the entire ILS data set in a documented database-independent ASCII format and storing the resulting files on Customer's server (or on a hosted SFTP server for Subscription customers). Authority and bibliographic records (including items) will also be extracted and delivered in MARC21 format.

(ii) In the case of data stored in a Horizon ILS, providing a backup of the database in the standard backup format for the database..

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

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. Customer will be charged according to the terms in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

3.4 Non-appropriation. Customer may terminate this Agreement immediately, without penalty or expense, in whole or in part, when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of Customer. Upon expiration or termination, Customer shall pay SirsiDynix for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the current renewal term

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same

degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer and SirsiDynix will indemnify the other party for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer

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or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within thirty (30) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND

NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 24 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN FIVE YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("**Initial Term**"). The Initial Term shall renew for 12-month renewal terms with Customer's consent. Customer's payment of its annual maintenance invoice at the beginning of each renewal term shall be considered sufficient consent to renew. The Initial Term and renewal terms are referred to as the "**Term**".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement 9.3.2 Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

Customer Initial and Date: _____

File: Lincoln City Libraries

GC#300311

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 30 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Customer Initial and Date: _____

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

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

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

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

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

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

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

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Nebraska to whose exclusive jurisdiction the parties hereby consent.

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

Customer Initial and Date: _____

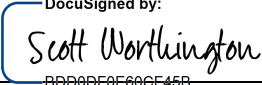
File: Lincoln City Libraries

GC#300311

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

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

END OF MASTER AGREEMENT

Lincoln City Libraries 136 South 14th Street Lincoln, Nebraska 68508 United States	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	DocuSigned by:  Sign: _____ <small>BDD9DF0E60CF45D...</small>
Print Name: _____	Scott worthington Print Name: _____
Title: _____	General Counsel/Secretary Title: _____
Date: _____	Jun-12-2024 16:14 MDT Date: _____

Customer Initial and Date: _____

Exhibit A - DEFINITIONS

“Circulation” means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

“Confidential Information” means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

“Content” means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

“Customer Data” means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

“Documentation” means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

“Effective Date” is defined in section 1.1.

“Error” means a material failure of a Product to conform to its functional specifications described in the Documentation.

“EULA” means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

“Go Live Date” means the date on which the Products are substantially ready for operational use for normal daily business.

“Hardware” means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

“Intellectual Property” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“Internal Business Purposes” means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

“License Metrics” means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

“Maintenance” means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under “SirsiDynix Support Policies” (Document ID 125773) at <http://support.sirsidynix.com>.

“Operating Environment” means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

“Professional Services” means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

“Products” means Software, Subscriptions, Subscription Software, Services and Hardware.

“Protected Materials” means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

“Quote” is defined in Section 1.3.

“Services” means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

“SirsiDynix Software” means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

“Software” means the SirsiDynix Software and Third Party Software.

“Subscriptions” means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

“Subscription Software” means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

“Term” is defined in section 9.2.

“Titles” means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

“Third Party Products” means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

“Updates” means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

“Users” means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____



QUOTE

Quote 117973 for:

Lincoln City Libraries

5 Year Customer Success Agreement

Quote valid until:
Prepared by:

August 05, 2024
Larry Menlove,
Executive Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Purchase Details

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

	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
Active Products	79,291.77	82,384.15	85,597.13	88,935.42	92,403.90

Active Products

The products below will continue to be provided and will be incorporated into this agreement with the annual pricing as noted.

Quantity	Total Price	Component	Note
1.00	2,900.63	BLUEcloud Analytics, Annual Subscription	
1.00	15,818.30	BLUEcloud Mobile, Annual Subscription	
1.00	1,450.32	BLUEcloud MobileCirc, Annual Subscription	
1.00	301.88	BLUEcloud Mobile Services for BLUEcloud Mobile App Delivery, Annual Subscription	
1.00	5,018.39	Platinum Services Package - Premier	
1.00	0.00	Platinum Services - Web Services Gateway for 3rd Party Apps - included with Platinum Premier subscription	
1.00	0.00	Platinum Services - Web Services SDK for Libraries Internal Use - included with Platinum Premier subscription	
2.00	41.42	SaaS SSL Security Certificate Subscription	
1.00	3,813.97	SirsiDynix Enterprise, SaaS Annual Subscription	
1.00	0.00	SirsiDynix eRC Connector for OverDrive - Annual Subscription	
1.00	1,450.32	SirsiDynix eResource Central Gateway Services - Annual Subscription	
1.00	3,914.57	SirsiDynix SMS Notification for Symphony SaaS, Annual Subscription - Upgrade to 250K Message Package	

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1.00	1,661.84	SirsiDynix Symphony Data Control, Annual Subscription [Data Control Package]	
1.00	360.07	SirsiDynix Symphony SaaS 9xx, Per User	
1.00	3,724.91	SirsiDynix Symphony SaaS Acquisitions	
1.00	14,890.80	SirsiDynix Symphony SaaS Core	
1.00	1,193.12	SirsiDynix Symphony SaaS Debt Collection Agency Interface (per institution)	
1.00	894.54	SirsiDynix Symphony SaaS Electronic Data Interchange (EDI)	
1.00	1,490.45	SirsiDynix Symphony SaaS OutReach	
1.00	0.00	SirsiDynix Symphony SaaS ReferenceLIBRARIAN	
1.00	3,724.91	SirsiDynix Symphony SaaS Serials	
1.00	894.54	SirsiDynix Symphony SaaS SmartPORT, Unlimited Users	
1.00	2,234.44	SirsiDynix Symphony SaaS Test System	
1.00	0.00	SirsiDynix Symphony SaaS Unicode Server Extension Test System	
1.00	3,718.62	SirsiDynix Symphony SaaS Universal SIP2	
1.00	449.15	SirsiDynix Symphony SaaS VPN Subscription	
3,293.00	9,344.58	Syndetics Unbound Base Package, Annual Subscription	
1.00	0.00	Web Services, Basic for SirsiDynix Enterprise	
	79,291.77	Active Product Total Year 1	

Initial Term: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 3.9% until Term renewal

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

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.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Quote for Lincoln City Libraries

Quote Number 117973

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.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Terms and Conditions

Current Contract License Limits:

Up to 3,730,000 annually circulated items.

Up to 250 Staff Users.

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. The Initial Term shall renew for 12-month renewal terms with Customer's consent. Customer's payment of its annual maintenance invoice at the beginning of each renewal term shall be considered sufficient consent to renew. 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.

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

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Signature(s)

**Customer Signature:
Lincoln City Libraries**

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

SirsiDynix Signature:

DocuSigned by:
Scott Worthington
By: BDD0DF0E60CF45B... _____
(Authorized Signature)

Scott worthington
Name: _____
(Printed)

General Counsel/Secretary
Job Title: _____

Jun-12-2024 | 16:14 MDT
Date: _____

Billing Address:

Lincoln City Libraries
136 South 14th Street
Lincoln
Nebraska 68508
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

**AMENDMENT OF
AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment of Agreement for Architectural Services ("Amendment"), by and between **City of Lincoln, Nebraska**, a political subdivision and municipal corporation of the State of Nebraska ("City"), and **Bahr Vermeer & Haecker Architects, Ltd.**, a Nebraska corporation ("BVH"), amends the Agreement for Architectural Services regarding the new central library project, approved by Directorial Order No. 30483 dated July 26, 2023, which was a revival of the Agreement for Architectural Services approved by Directorial Order No. 26151 dated July 1, 2021 ("Agreement"), and amended by Directorial Order No. 28204 dated June 29, 2022 and Directorial Order No. 31409 dated December 29, 2023, Bid No. 21-045. This Amendment shall provide for continuous and uninterrupted consideration and obligations under the same terms and conditions as provided in the Agreement for Bid No. 21-045 unless otherwise provided in writing herein.

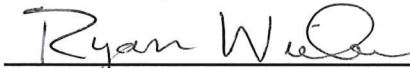
The parties hereby enter into this Amendment to proceed with the additional Scope of Work attached hereto and incorporated herein by this reference and to extend the Agreement to May 31, 2025. The parties agree to confer throughout Tasks A through D in Phase 1.1 and amend the Scope of Work as necessary to address any changing circumstances.

BVH's current certificate of insurance and endorsements are also attached hereto. The parties contemplate that Phase 2 and 3 of the Agreement for Bid No. 21-045 shall still proceed at a later date as determined by the parties in writing.

Any additional work beyond those from the approved above-referenced agreements and amendments shall require a new Scope of Work and be amended in writing by a subsequent amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

CITY OF LINCOLN, NEBRASKA

By: 
Ryan Wieber, Director
Lincoln City Libraries

6-12-24
Date

By: _____
Dan Sloan, Chair
Lincoln City Library Board

Date

BAHR VERMEER & HAECKER, ARCHITECTS, LTD.

By: _____

Date

Name and Title: _____

**LINCOLN CITY LIBRARIES
LINCOLN, NEBRASKA**

POLICY TITLE: CLOSING POLICY

PURPOSE: Authorizes Library Director, or designated staff, to close libraries.

IMPLEMENTATION: In addition to the City observed holidays, the Library Director shall develop a closing schedule on an annual basis.

The Library Director, or designated staff, is authorized to close or evacuate a library in an emergency, unsafe conditions or threatening weather conditions.

ADOPTED BY LIBRARY BOARD: March 18, 2008

AFFIRMED BY LIBRARY BOARD:

REVIEWED BY LAW: June 2024

HOLIDAY & CLOSING SCHEDULE
FISCAL YEAR 2024-2025
LINCOLN CITY LIBRARIES

Day Before Labor Day Labor Day	**Sunday, September 1, 2024 Monday, September 2, 2024
Library Inservice Day	Friday, September 20, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day After Thanksgiving	Thursday, November 28, 2024 Friday, November 29, 2024
Christmas Eve Christmas Day	**Tuesday, December 24 2024 Wednesday, December 25, 2024
New Year's Eve New Year's Day	**Tuesday, December 31, 2024 – <i>close early: 4 p.m.</i> Wednesday, January 1, 2025
Martin Luther King Jr.	Monday, January 20, 2025
Presidents Day	Monday, February 17, 2025
Easter	**Sunday, April 20, 2025
Day Before Memorial Day Memorial Day	**Sunday, May 25, 2025 Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025

*Per city policy, whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday; whenever a holiday falls on Saturday, the preceding Friday shall be considered a holiday. All libraries are closed on the holiday as well as the day observed by city policy. Additional holiday pay is not granted.

**Per authorization by Library Board, these are considered family days for library staff, and all locations are closed. Holiday pay is not granted for these additional family days.

Reviewed by Management Team: June 11, 2024
Presented to Library Board: June 18, 2024
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