



AGENDA

St. Clair County Board of Commissioners Human Services Committee

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

November 3, 2022 at 6:00 PM

-
- 1. Roll Call/Opening/Pledge of Allegiance**
 - 2. Additions/Deletions/Changes to the Agenda**
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. United Way Presentation
 - B. Health Department Staff Development 2022
 - C. Community Health Needs Assessment (CHNA) and Community Information Exchange (CIE) Planning Grants
 - D. Library - Thomson Reuters Westlaw subscription
 - E. Library Contract Approval Request - Sirsi Dynix - Horizon - FINAL ACTION
 - F. St. Clair County Library System - Board of Trustees Bylaws Revision
 - 8. Other Human Services Matters**
 - 9. Information Only**
 - A. Health Department October Points of Interest
 - 10. Receive and File Packets**

11. Adjournment

Committee Chair: Lisa Beedon

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

United Way Presentation

Summary:

Health Department Staff Development 2022

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	Memo	10/26/2022	Cover Memo



ST. CLAIR COUNTY HEALTH DEPARTMENT

Our Community. Our Environment.

3415 28th Street Port Huron MI 48060

Memorandum

ADMINISTRATION

ELIZABETH KING, RN, BSN
DIRECTOR/HEALTH OFFICER

NAJIBAH K. REHMAN, MD, MPH
MEDICAL DIRECTOR

GREG BROWN, BS
ADMINISTRATOR

ADVISORY BOARD OF HEALTH

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F 810.966.2898

WIC PROGRAM
P 810.987.8222
F 810.966.2898

DATE: October 18, 2022

TO: Board of Commissioners

FROM: Greg Brown, Administrator

RE: Health Department Staff Development Day

Dear Commissioners,

The Health Department traditionally holds a staff development day in December. This event includes the Board of Health and the entire Health Department staff. This event requires the department to close at noon on that day. I am requesting approval to close the Health Department at noon on December 2, 2022 to allow for this event. We will notify our clients and take steps to minimize any inconvenience to the public.



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Community Health Needs Assessment (CHNA) and Community Information Exchange (CIE) Planning Grants

Summary:

ATTACHMENTS:

Description		Upload Date	Type
📎	Memo	10/26/2022	Cover Memo
📎	Project Summary	10/31/2022	Cover Memo
📎	SCCHD HUB Development & One Year Support Agreement	11/3/2022	Cover Memo
📎	SDHE_MOA	11/3/2022	Cover Memo



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DATE: October 26, 2022

TO: Board of Commissioners

FROM: Greg Brown, Administrator

RE: CHNA and CIE Planning Grants

Dear Commissioners,

The Health Department has been selected to receive \$50,000 in Community Health Needs Assessment (CHNA) and Community Information Exchange (CIE) planning grants from the Michigan Department of Health and Human Services (MDHHS) Policy and Planning Office. The Health Department is requesting approval to accept the funding to be spent in accordance with the included work plans. Individual agreements with partners and/or vendors to complete this work will be brought to the Board at a future date.



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ST. CLAIR COUNTY HEALTH DEPARTMENT

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3415 28th Street Port Huron MI 48060

Project Summary: Community Information Exchange (CIE)

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- **Project Name:** Maternal and Infant Health HUB Information Exchange Upgrades
- **Target Population:** For the initial rollout of this new and improved HUB platform, the target population will be organizations that utilize the HUB for community referrals. Currently there are 19 organizations that are partners in the HUB. Within the last six months, there have been 426 individuals entered into the system, resulting in 1,429 referrals to other agencies. 374 of the 426 individuals who were identified as needing additional services were forwarded to the HUB by a health care provider. Furthermore, 294 of the total referrals resulted in enrollment of families into important programs such as:
 - Children's Special Health Care (3)
 - Early Head Start (5)
 - Early On (6)
 - Head Start (6)
 - Maternal Infant Health Program (56)
 - Women, Infants, and Children (218)

For context, there have been a total of 5,247 referrals since the inception of the HUB. Given the high use of the HUB, and potential for growth, the current system is in great need of updates to continue to quickly connect young families to resources available in our community.

- **Engagement Opportunities:** Current agencies making referrals via the HUB will be key in selecting a vendor to re-do/make improvements to the existing platform. These agencies include the local health department, community mental health, RESA, local pediatrician and OBGYN offices, DHHS, YMCA, hospitals, etc.
- **Summary of Project:** St. Clair County has a Maternal and Infant Informational Exchange HUB where referrals can be passed along to various agencies to provide needed services to clients with their consent. The current version of the HUB was created in 2014 with minimal upgrades since that time. There is significant lag when using the system. For example, submitting referrals, logging in, and generally moving through the platform can take approximately a minute and a half to two minutes per action.



ST. CLAIR COUNTY HEALTH DEPARTMENT

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Work Plan: Implementation of SDOH Efforts

Project Name: LHD Partnership for Eviction Diversion with Local HARA

- **Key Activities**

Activity #1: Distribution of available funds to individuals within St. Clair County who meet the following criteria:

- Must be below 50% Area Median Income (AMI)
- Court documentation for eviction
- Apply for State Emergency Relief (SER) from the Michigan Department of Health & Human Services (MDHHS)
- Rent must be at or below 120% Fair Market Rents (FMR)

Activity #2: Promotion of the Tenant Assistance Program (TAP) to two key collaborative bodies within the community during monthly or bi-monthly meetings

- **Process and Outcome Measures**

Activity #1: Collect and monitor data monthly for those receiving TAP benefits with the use of the grant. Data will include:

- Number of applicants who are receiving assistance through the TAP program with the \$25,000 grant
- Basic demographic information of applicants which includes
 - Household size
 - Household income
 - Age
 - Race

Activity #2: A representative from Blue Water Community Action and/or St. Clair County Health Department will attend the Housing Workgroup bi-monthly and the Building Community Partners collaborative monthly to promote the TAP program and provide a status report on funds used at each meeting.

- **Estimated Timeline**

Activity #1: November 1, 2022 to May 31st, 2023 OR when funds have been depleted.

Activity #2: Housing Workgroup: Occurs bi-monthly
Building Community Partners: Occurs monthly

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HUB Development Improvements & One Year Support Agreement

Nov 3, 2022

Introduction

The ST. CLAIR COUNTY HEALTH DEPARTMENT has come to depend on the Early Childhood Education HUB system as an indispensable tool for helping parents and families in the community. HUB contains all available County support services in one spot. When Parents and families access the website, they answer basic questions and HUB will connect them to available programs and agencies.

This agreement facilitates new functionality for users, performance improvements, and one year of support for the HUB application.

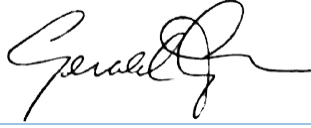
Details, Cost, and Timeline:

SCCHD HUB Improvements & One Year Support		Estimate	
1.0	Performance Improvements: Speed of Submissions	hours	Total
1.1	Development / coding	50	1600
1.2	Testing / Validation / rework	8	256
1.3	Deployment	6	192
	Completion: November		
	Total	64	\$2,048
2.0	Performance Improvements: Login & applicant retrieval and referrals	hours	Total
2.1	Development / coding	80	2560
2.2	Credit for work already completed.	-40	-1280
2.3	Testing / Validation / rework	8	256
2.4	Deployment	6	192
	Completion: December		
	Total	54	\$1,728
3.0	Federal Poverty Guidelines	hours	Total
3.1	Ability to update the income guidelines each year with the new Federal Poverty Chart.	114	3648

3.2	Developing requirements	20	640
3.3	Testing / Validation / rework	8	256
3.4	Deployment	6	192
	Completion: January / February		
	Total	148	\$4,736
4.0	Improve CSV file data download	hours	Total
		36	1152
4.1	Add to CSV, ability to see if the data is for a child or pregnant women.		
4.2	Testing / Validation / rework	4	128
4.3	Deployment	6	512
	Completion: March		
	Total	46	\$1,792
5.0	Edit text on "Programs" page	hours	Total
		42	1344
5.1	Ability to edit text "Programs." http://scchub.org/programs page		
5.2	Testing / Validation / rework	8	256
5.3	Deployment	6	192
	Completion: April		
	Total	56	\$1,792
6.0	One year of HUB support	Monthly	One Year
6.1	Support & coverage for HUB related down times and system issues.		
6.2	Minor system defects.		
6.3	20 hours a month		
	Total	495	\$5,940
		Hours	Total cost
		863	\$18,036

- a. HUB code is kept in an online code vault (presently GITHUB) under management of InterWest Technology Group, Inc.
- b. For this agreement, Interwest is providing Project Management services pro bono.

AGREEMENT SIGNATURES

St. Clair Health Department	InterWest Technology Group, Inc. 3455 Riverside Dr. Port Huron, MI 48060
Printed Name:	Printed Name: Gerald Giggs
Signature:	Signature: 
Date:	Date: 11/03/22

**Memorandum of Agreement
Social Determinants of Health Efforts**

Between:

St. Clair County Health Department (SCCHD)
3415 28th Street
Port Huron, Michigan 48060

And:

Blue Water Community Action (BWCA)
Housing Assessment and Resource Agency (HARA)
3403 Lapeer Road
Port Huron, Michigan 48060

The St. Clair County Health Department will provide funds from an MDHHS planning grant to Blue Water Community Action for the provision of eviction/homelessness prevention services through their Housing Assessment Resource Agency (HARA) department, for the period of November 1, 2022 to May 31, 2023. The project aligns with the Michigan Department of Health and Human Services' Social Determinants of Health Strategy Priority HS-10 which includes "leveraging long-term resources to sustain local eviction diversion programming and supports."

Following are the key activities by BWCA:

1. BWCA will determine eligibility for the program using the following criteria:
 - a. Household must be below 50% area median income (AMI)
 - b. There must be court documentation of an eviction or eviction in process
 - c. The household must apply for and provide documentation of State Emergency Relief (SER) funds through the Michigan Department of Health & Human Services.
 - d. Rent must be at or below 120% of Fair Market Rent (FMR)
2. No persons shall be denied participation in the program on the basis of age, disability, race, color, creed, gender, national origin, marital status, religion, or other legally protected characteristic.
3. BWCA may use funds for rent arrearage to prevent an eviction or for rapid rehousing costs where the security deposit and first month's rent is paid.
4. In addition to the eligibility information, BWCA will collect and share with SCCHD monthly and cumulative data to include:
 - a. Number of applicants receiving assistance.
 - b. Average amount of funds used per applicant.
 - c. Basic demographic information
 - i. Household size
 - ii. Household income
 - iii. Household member's age
 - iv. Household member's race
5. Invoice SCCHD monthly with documentation of expenses.

Following are the key activities by SCCHD:

1. Reimburse BWCA for billed expenses within 30 days of invoice.

Both SCCHD and BWCA will:

- Attend and promote the Tenant Assistance Program (TAP) at the regularly scheduled meetings of the St. Clair County Community Services Collaborative Body Housing & Support Services Workgroup (bi-monthly) and the Building Community Partners collaborative (monthly).
- Provide a status report on the SDOH funds used and basic participant data at the regularly scheduled meetings of the St. Clair County Community Services Collaborative Body Housing & Support Services Workgroup (bi-monthly) and the Building Community Partners collaborative (monthly).

For program communications the **primary contacts** are:

a. SCCHD –

Greg Brown, Administrator (810)987-5300 gbrown@stclaircounty.org
Alyse Nichols, Outreach Coordinator (810)987-5300 anichols@stclaircounty.org

b. BWCA –

Bernie Newby, HARA Program Manager (810)455-6424 bnewby@bwcaa.org
Melinda K. Johnson, Executive Director (810)455-6406 mjohnson@bwcaa.org
Karen Lake, Finance Director (810)455-6410 klake@bwcaa.org

The budget for the funds is as follows:

Wages and Salaries	\$ 4,500
Fringe Benefits	\$ 500
Rental Assistance	<u>\$20,000</u>
Total	\$25,000

This agreement is for the period of November 1, 2022 to May 31, 2023 or until the funds are expended, whichever is sooner. The agreement may be dissolved by written consent by either or both parties. This is the complete agreement between the parties hereto and may only be amended in writing signed by both parties.

Blue Water Community Action

By: Melinda Johnson
Melinda Johnson, Executive Director

Dated as of: 11/2/22

St. Clair County Health Department

By: _____
Liz King, Director/Health Officer

Dated as of: _____

Library - Thomson Reuters Westlaw subscription

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 Thomson Reuters Westlaw subscription	10/25/2022	Exhibit



ST. CLAIR COUNTY LIBRARY SYSTEM

Main Library

810.987.7323 • www.stclaircountylibrary.org
210 McMorran Blvd. • Port Huron, MI 48060

ALLISON S. ARNOLD

Director

Branches

Algonac-Clay Twp.
2011 St. Clair River Dr.
Algonac, MI 48001
810.794.4471

Burtchville Twp.
7093 Second St.
Lakeport, MI 48059
810.385.8550

Capac
111 N. Main St.
Capac, MI 48014
810.395.7000

G. Lynn Campbell/Kimball Twp.
1955 N. Allen Rd.
Kimball, MI 48074
810.982.9171

Ira Twp.
7013 Meldrum Rd.
Fair Haven, MI 48023
586.725.9081

Marine City
300 S. Parker St.
Marine City, MI 48039
810.765.5233

Marysville
1175 Delaware Ave.
Marysville, MI 48040
810.364.9493

Memphis
34830 Potter St.
Memphis, MI 48041
810.392.2980

St. Clair
310 S. Second St.
St. Clair, MI 48079
810.329.3951

Yale
2 Jones St.
Yale, MI 48097
810.387.2940

Advocacy & Outreach Center
LBPH
800.272.8570

October 18, 2022

Board of Commissioners
County of St. Clair
Attn: Karry Hepting
County Administrator
200 Grand River Ave., Suite 203
Port Huron, MI 48060

RE: Thomson Reuters Westlaw Subscription

Dear Sirs;

Library administration is requesting the St. Clair County Library System enter into a one-year agreement with Thomson Reuters for the provision of the Westlaw product West Proflex. **The cost of this agreement is \$18,599.**

The St. Clair County Library System serves as the law library for the County of St. Clair. The law library collection is currently comprised primarily of online resources available through the library's website. Although library staff can assist patrons in finding legal resources, they are not attorneys and cannot provide legal advice or assistance, interpret or explain laws, or speak on behalf of another government agency.

Westlaw is considered the standard for legal research. Expanding the Library's legal resource collection by providing access to Westlaw will provide St. Clair County residents with improved access to legal caselaw, statutes, and regulations from a fast, accurate, and authoritative source.

Thank you for your consideration.

Sincerely,

Allison S. Arnold
Director
St. Clair County Library System



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ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
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Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

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Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

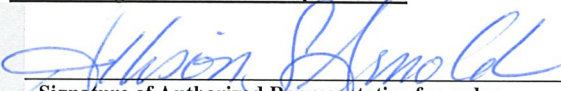
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Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-04266294



Signature of Authorized Representative for order



Printed Name



Title



Date

This Order Form will expire and will not be accepted after 12/11/2022.



THOMSON REUTERS™

Attachment**Order ID: Q-04266294**Contact your representative josh.lindquist@thomsonreuters.com with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**Payment Method: Bill to Account
Account Number: 1003671773**Order Confirmation Contact (#28)**Contact Name: KING, BARBARA
Email: bking@sccl.lib.mi.us**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

eBilling ContactContact Name BARBARA KING
Email bking@sccl.lib.mi.us**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1003671773	ST CLAIR COUNTY LIBRARY	210 MCMORRAN BLVD PORT HURON MI 48060-4014 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Seats	42733146	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
2	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Barb	King	bking@sccl.lib.mi.us	EML PSWD CONTACT
Barb	Kind	bking@sccl.lib.mi.us	PATRON ACC TECH CONT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.111.11.1					

Library Contract Approval Request - Sirsi Dynix - Horizon - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request -Sirsi Dynix SAAS 2023	11/3/2022	Cover Memo
📎	Library - Sirsi Dynix_Memo	10/25/2022	Cover Memo
📎	2022-Oct-11 St. Clair County Library System Master	10/25/2022	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- ☒ NEW CONTRACT ☐ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS
- ☐ BIDS REQUIRED ☐ NO BIDS REQUIRED
- ☐ BIDS RECEIVED ☒ SINGLE SOURCE
- ☒ BOC POLICY COMPLIANCE ☐ CONTRACT EXTENSION
- ☒ REVIEWED BY CORP COUNSEL ☐ INCREASE WITHIN CPI-U
- ☐ VALUE LESS THAN THRESHOLD

VENDOR: Sirsi Dynix – Horizon

VALUE: \$341,123

TERM: Five years

CONTRACT TYPE: Service Contract

SERVICE DESCRIPTION: Horizon Software Maintenance

DEPARTMENT(S): Library

COMMENTS: Five year SAAS agreement for the Horizon circulation software used by all branches of the Library. This replaces the existing hosted Horizon product. This new agreement allows for 0% increase in year 1 and 2.9% increases in the remaining four years.

Please contact the Purchasing Department at (810) 989-6375 with any questions.



ST. CLAIR COUNTY LIBRARY SYSTEM

Main Library

810.987.7323 • www.stclaircountylibrary.org
210 McMorran Blvd. • Port Huron, MI 48060

ALLISON S. ARNOLD

Director

October 17, 2022

Branches

Algonac-Clay Twp.
2011 St. Clair River Dr.
Algonac, MI 48001
810.794.4471

Burtchville Twp.
7093 Second St.
Lakeport, MI 48059
810.385.8550

Capac
111 N. Main St.
Capac, MI 48014
810.395.7000

G. Lynn Campbell/Kimball Twp.
1955 N. Allen Rd.
Kimball, MI 48074
810.982.9171

Ira Twp.
7013 Meldrum Rd.
Fair Haven, MI 48023
586.725.9081

Marine City
300 S. Parker St.
Marine City, MI 48039
810.765.5233

Marysville
1175 Delaware Ave.
Marysville, MI 48040
810.364.9493

Memphis
34830 Potter St.
Memphis, MI 48041
810.392.2980

St. Clair
310 S. Second St.
St. Clair, MI 48079
810.329.3951

Yale
2 Jones St.
Yale, MI 48097
810.387.2940

Advocacy & Outreach Center
LBPH
800.272.8570

Board of Commissioners

County of St. Clair

Attn: Karry Hepting

County Administrator

200 Grand River Ave., Suite 203

Port Huron, MI 48060

RE: SirsiDynix Horizon SaaS Solution Agreement

Dear Sirs;

Library administration is requesting the St. Clair County Library System enter into a multi-year agreement with SirsiDynix for the provision of the integrated library system (ILS) Horizon SaaS (Software as a Service) Solution. This contract would replace the Library's existing annual renewals of Horizon and Enterprise, the Library's online catalog. **The cost of this agreement over five years is \$341,122, which includes a 0% increase in FY2024 and 2.9% increases annually through the life of the agreement.**

The Library's ILS system is the software that facilitates the circulation of library material, the recording of library cards, and the maintenance of the Library's collections and inventory. Horizon is the foundational software for thousands of libraries worldwide. The Library has worked with SirsiDynix and their Horizon product for more than 15 years. The Horizon SaaS Solution would allow SirsiDynix to host the Library's Horizon software, ensuring regular system updates and backups, as well as active security monitoring and the availability of recovery servers. SirsiDynix already manages the Library's existing online catalog, Enterprise, in this way.

Additionally, the Library will gain access to analytics software to more efficiently assess circulation, collection, and cardholder data, and native SMS notification capability to better reach patrons.

Thank you for your consideration.

Sincerely,

Allison S. Arnold

Director

St. Clair County Library System

MASTER AGREEMENT BETWEEN ST. CLAIR COUNTY LIBRARY SYSTEM 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

Customer Initial and Date: _____

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

Customer Initial and Date: _____

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. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. 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. The Customer shall pay the amounts set forth 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.

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 will indemnify SirsiDynix 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 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

Customer Initial and Date: _____

SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) 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 12 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 TWO 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.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 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 Michigan without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Michigan to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

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 Nations Convention on Contracts for the International Sale of Goods.

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

Customer Initial and Date: _____

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.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

END OF MASTER AGREEMENT

St. Clair County Library System 200 Grand River Avenue., Suite 203 Port Huron, Michigan 48060	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	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: _____



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

QUOTE

Quote 113271 for:

St. Clair County Library System (Blue Water)

Horizon Saas

Quote valid until:
Prepared by:

December 16, 2022
Kim Chambers,
Inside Sales Consultant, East Region

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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Quote Information

General and/or Custom Services Statement of Work

Quote for Horizon SaaS Solution.

Includes conversion to Horizon SaaS and first year Horizon SaaS Subscription.

Horizon SaaS Subscription includes current Horizon Software Modules and the addition of the following:

- Horizon Universal SIP2 (unlimited SIP2 connections)
- Horizon SMS Text Messaging
- BLUEcloud Analytics (for reporting/data mining)
- Syndetics Unbound Content

Horizon SaaS Solution will start 3/1/2023, with customer's maintenance renewal.

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Purchase Details

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

COMPONENT	Year 1	Estimated Year 2
SirsiDynix Products	71,530	54,590
SirsiDynix Services	4,400	-
Third Party Products	2,262.26	2,330
Discount	(20,400)	-
Active Products Total	8,597.24	8,846.56
Total	66,389.50	65,766.56

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	5,327.70	SirsiDynix Enterprise, SaaS Annual Subscription	
1.00	0.00	SirsiDynix eRC Connector for OverDrive, Annual Subscription	
1.00	3,269.54	SirsiDynix eResource Central Gateway Services, Annual Subscription	
1.00	0.00	Web Services, Basic for SirsiDynix Enterprise	
8,597.24		Active Product Total Year 1	

Initial Term: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 2.9% until Term renewal

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

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

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

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

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

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Detailed Pricing

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

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		71,530
SirsiDynix Horizon SaaS Subscription Includes: Cataloging and Authority Control, Circulation and Offline Circulation, Reports, Z39.50 server.		
BLUEcloud Analytics Platform Plus, Annual Subscription	1	
Horizon SaaS Acquisitions	1	
Horizon SaaS Offline Circulation - Basic Mode	1	
Horizon SaaS Serials	1	
Horizon SaaS Universal SIP2	1	
SaaS User Level - 100 Staff seats	1	
SirsiDynix SMS Notification for Horizon, Annual Subscription - 50K Message Package	1	
SirsiDynix Services		4,400
Consulting:		
BLUEcloud Analytics Q and A, Distance, Annual Subscription	1	
BLUEcloud Analytics SureStart-2, Distance	1	
SirsiDynix Report for Syndetics Unbound	1	
Product Delivery:		
Enriched Content Code Installation	1	
Horizon Information Portal Migration to Horizon SaaS	1	
Horizon Platform Migration to Horizon SaaS (MSSQL)	1	
Project Management:		

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COMPONENT	Qty	Total Price Year 1
Project Management for all products in this Quote	1	
BLUEcloud Analytics Package of courses, SELF-PACED	1	
Third Party Products		2,262.26
Syndetics Unbound Base Package, Annual Subscription	1	
Discount		(20,400)
Software Discount		(19,080)
Services Discount		(1,320)
Quote Total		57,792.26

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Component Descriptions

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

SirsiDynix Products

BLUEcloud Analytics Platform Plus, Annual Subscription

The BLUEcloud Analytics Platform provides a web-based, cloud-hosted suite of data-mining and OLAP tools with the following functionality:

- Unique view of data warehouse for analysis of your institution, collections, and users
- Supports advanced and predictive analysis to establish trends and patterns
- Presentations for effectively communicating to boards and administrators
- Drill anywhere capabilities, users can view summary-to-detail-level data
- Robust security, flexible information distribution/collaboration, and easy self-service analysis
- Ability to print, download, and e-mail data and graphs in a variety of formats (Microsoft Excel® and PowerPoint®)

This Plus package provides 3 years of transaction data, 8 Reporter accounts, 2 Creator accounts and 10 Premium Feature Credits. These Credits expire at the end of each subscription year. Storage of Custom Data is an optional extra.

Minimum requirements: Symphony 3.4.1 SP3 (MS SQL Server or Oracle databases only) or Horizon 7.5.2

Horizon SaaS Acquisitions

Horizon SaaS Offline Circulation - Basic Mode

Horizon SaaS Serials

Horizon SaaS Universal SIP2

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface price encompasses all SirsiDynix Certified SIP2 vendors certified to work with Horizon.

SaaS User Level - 100 Staff seats

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SirsiDynix SMS Notification for Horizon, Annual Subscription - 50K Message Package

Subscription to the SMS Notification feature requires your ILS system to be on Horizon 7.5.2 or above. Up to 50,000 messages included per year. Messages not used at annual renewal will be forfeit. You may change the subscribed package to increase or decrease the number of messages at annual renewal time. You may also purchase active top-up package(s) of messages to make up the difference if you have used up the subscribed allocation.

SirsiDynix Services

Consulting

BLUEcloud Analytics Q and A, Distance, Annual Subscription

The BLUEcloud Analytics Q and A Subscription provides unlimited access to Consultant led Q and A sessions. Two sessions per month are offered. Attendees are encouraged to bring their questions, projects and issues to the each session. Consultants will address issues presented by customers.

BLUEcloud Analytics SureStart-2, Distance

SureStart is a layer of consulting support designed to smoothly transition sites into using BLUEcloud Analytics. Through two private, online sessions a member of the Consulting Services team will "jump start" BLUEcloud Analytics by creating five report templates for the site, providing instruction and answering staff questions. SureStart addresses issues outside the scope of training by focusing on the site's individual needs.

SirsiDynix Report for Syndetics Unbound

SirsiDynix Consulting Services will deliver a report to export holdings records (for Symphony) or bibliographic records (for Horizon) to integrate with Syndetics Unbound.

Product Delivery

Enriched Content Code Installation**Horizon Information Portal Migration to Horizon SaaS**

Migration includes installation of Horizon Information Portal software and migration of portal database, xsl, images and logos. We migrate HIP configuration as done through the HIP admin tools. Any work outside of the HIP admin tool is considered custom and not guaranteed to work after the migration to SAAS. We will give a best effort policy in trying to make these work.

Horizon Platform Migration to Horizon SaaS (MSSQL)

Migration includes creation of database in the Horizon SaaS and migration of data as it exists in current Horizon database. Customer must currently be running Microsoft SQL Server.

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Project Management

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

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

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

BLUEcloud Analytics Package of courses, SELF-PACED

Third Party Products

Syndetics Unbound Base Package, Annual Subscription (per 1,000 circ)

Must be running SirsiDynix Enterprise 4.5.1 or above.

Syndetics Unbound Base Package - Syndetics and LibraryThing Elements including:

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Signature(s)

Customer Signature:
St. Clair County Library System (Blue Water)By: _____
(Authorized Signature)Name: _____
(Printed)

Job Title: _____

Date: _____

Sirsi Corporation dba SirsiDynix Signature:By: _____
(Authorized Signature)Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:

St. Clair County Library System (Blue Water)
200 Grand River Avenue., Suite 203
Port Huron
Michigan 48060
United States

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St. Clair County Library System - Board of Trustees Bylaws Revision

Summary:

ATTACHMENTS:

Description	Upload Date	Type
Library Memo Bylaws	10/26/2022	Cover Memo
2022 bylaws - final draft - annotated	10/26/2022	Cover Memo
2022 bylaws - june amendment	10/26/2022	Cover Memo



ST. CLAIR COUNTY LIBRARY SYSTEM

Main Library

810.987.7323 • www.stclaircountylibrary.org

210 McMorran Blvd. • Port Huron, MI 48060

ALLISON S. ARNOLD

Director

October 25, 2022

Branches

Algonac-Clay Twp.
2011 St. Clair River Dr.
Algonac, MI 48001
810.794.4471

Burtchville Twp.
7093 Second St.
Lakeport, MI 48059
810.385.8550

Capac
111 N. Main St.
Capac, MI 48014
810.395.7000

G. Lynn Campbell/Kimball Twp.
1955 N. Allen Rd.
Kimball, MI 48074
810.982.9171

Ira Twp.
7013 Meldrum Rd.
Fair Haven, MI 48023
586.725.9081

Marine City
300 S. Parker St.
Marine City, MI 48039
810.765.5233

Marysville
1175 Delaware Ave.
Marysville, MI 48040
810.364.9493

Memphis
34830 Potter St.
Memphis, MI 48041
810.392.2980

St. Clair
310 S. Second St.
St. Clair, MI 48079
810.329.3951

Yale
2 Jones St.
Yale, MI 48097
810.387.2940

Advocacy & Outreach Center
LBPH
800.272.8570

Board of Commissioners
County of St. Clair
Attn: Karry Hepting
County Administrator
200 Grand River Ave., Suite 203
Port Huron, MI 48060

RE: St. Clair County Library System – Board of Trustees bylaws

Dear Commissioners;

At their regular meeting of September 27, 2022, the St. Clair County Library System Board of Trustees approved updated bylaws. This governing document defines the basic rules that relate to the library board, define the structure of the board, describe its primary duties and characteristics, and prescribe how the board functions.

No substantive changes were made to the language. The next Board review will be September 2024.

Thank you for your consideration.

Respectfully,

Allison S. Arnold 

Allison S. Arnold, MLIS
Director
St. Clair County Library System

ST. CLAIR COUNTY LIBRARY SYSTEM

BOARD OF TRUSTEES

BYLAWS

ARTICLE I - NAME AND PURPOSE

Section 1. Authorization

P.A. 1917, No. 138 (M.C.L. § 397.301, *et seq*) (hereinafter referred to as the “Authorizing Act”) authorizes the creation of county libraries, provides for a library board to administer such libraries and prescribes the powers and duties of county library boards.

Section 2. Name and Address

The name of the board referred to in these bylaws (hereinafter referred to as the “Bylaws”) is The St. Clair County Library System Board of Trustees (hereinafter referred to as the “Board”). The administrative office (hereinafter referred to as the “Administrative Office”) of the St. Clair County Library System shall be located at 210 McMorran Blvd., Port Huron, MI 48060 or at such other locations as determined by board action.

Section 3. Purpose

The Purpose of the Board shall be to operate and to provide library services in St. Clair County; to determine and monitor policies of the St. Clair County Library System (hereinafter referred to as the “Library”) to assure provision of a full range of quality services and a balanced collection of library materials to meet the educational, informational and recreational needs of all citizens of St. Clair County; to hold, safely keep and use such funds or property as it may receive for the uses intended or required; and to exercise such powers and fulfill such duties as the Authorizing Act permits or imposes.

ARTICLE II - MEMBERSHIP

Section 1. Appointment

Membership shall consist of five (5) trustees (hereinafter collectively referred to as the “Trustees”, singularly as “Trustee”) appointed by the St. Clair County Board of Commissioners.

Section 2. Term of Office

Trustee terms rotate, with one (1) new member appointed each year. The term of office for a Trustee shall be five (5) years, except for Trustees appointed to fill an unexpired term. Trustees may request reappointment at the end of their term of office by writing a letter to the Chairman of the St. Clair County Board of Commissioners.

Section 3. Vacancy in Office

A Trustee wishing to resign shall notify the Board Chairperson (hereinafter referred to as the “Chairperson” (defined below in Article III, Section 5)) and the Chairman of the St. Clair County Board of Commissioners. Trustees missing three (3) consecutive or five (5) non-consecutive, regular meetings (hereinafter referred to as “Regular Meetings” (defined below in Article IV, Section 1)) in any one (1) calendar year shall be recommended to the St. Clair County Board of Commissioners for removal unless a valid excuse is accepted by the Board. Trustees are expected to notify the Administrative Office if they are unable to attend any meeting of the Board.

ARTICLE III - OFFICERS

Section 1. Number and Titles

The officers of the Board shall be a Chairperson and Vice-Chairperson (hereinafter collectively referred to as “Officers”).

Section 2. Election and Term of Office

Officers shall be elected at the annual meeting (hereinafter referred to as the “Annual Meeting” (defined below in Article IV, Section 1)) of the Board in September following nominations. No Trustee shall be nominated without his/her consent. Officers shall hold office for one (1) year from the Annual Meeting at which they are elected. ~~Officers shall be limited to no more than five (5) consecutive terms or fractional terms in each office.~~

The Director of the St. Clair County Library System shall serve as a non-voting Secretary of the Board, assisted by members of the Director’s staff as he or she deems necessary to support the Board. The Secretary shall see that an accurate and permanent account of all proceedings of Board meetings is kept.

Section 3. Vacancies

Vacancies in any office shall be filled by appointment of the Chairperson. No appointment shall be made without the consent of the appointee. The new Officer shall serve for the remainder of the term or until a replacement is named by the Chairperson.

Section 4. Voting

Each Trustee present at any meeting shall vote on all questions unless he/she has a personal interest in the subject matter.

Section 5. Duties of the Chairperson

The Chairperson shall preside at all meetings, appoint all standing and special committees (described below in Article V), serve as an ex-officio voting member of all committees, execute all documents authorized by the Board, enforce all policies of the Board, authorize calls for

special meetings (hereinafter referred to as “Special Meetings” (defined below in Article IV, Section 1)), provide general supervision and guidance to the director of the Library (hereinafter referred to as the “Director”), and generally perform such other duties as may be authorized by applicable law or Board action. The Chairperson shall act as the official representative of the Board except when another Trustee or the Director is selected by the Board.

The Chairperson may make a motion or second a proposal before the Board.

Section 6. Duties of the Vice-Chairperson

The Vice-Chairperson shall assume, and have the power to perform, the duties of the Chairperson in case of the absence or disability of the Chairperson. The Vice-Chairperson shall perform such other duties as the Chairperson or Board may direct.

ARTICLE IV - PROCEDURES OF THE BOARD OF TRUSTEES

Section 1. Meetings

- a. Regular Meetings:** The Regular Meetings of the Board shall convene at such dates, times and places determined by the Board at the Annual Meeting, provided that one (1) Regular Meeting is scheduled for each month. The time, date and place of any meeting may be changed from time to time to accommodate a Board quorum (hereinafter referred to as “Quorum” (defined below in Article IV, Section 3)) or other issues.
- 1) Notices of Regular Meetings with the agenda shall be posted in a public place and shall be distributed by the Secretary to all members at least seven (7) days before the meeting.
 - 2) Agenda
 - i. The following items will constitute the agenda for Regular Meetings
 - Call to Order and Attendance
 - Amendments to the Agenda
 - Approval of the Agenda
 - Citizens’ Comments
 - Consent Agenda
 - a. Approval of Minutes
 - b. Ratification of Bills
 - Acceptance of Communications
 - Financial Reports
 - Communications
 - a. Library Director’s Report
 - Old Business
 - New Business
 - Adjournment
 - 3) The Chairperson may, with the consent of the Board, add, delete, or change the order of agenda items provided the Citizens’ Comments will come immediately after the Approval of the Agenda.

b. Annual Meeting: The Annual Meeting shall be held in September of each year by the call of the Chair. The Annual Meeting shall be for the purpose of electing Officers and establishing Regular Meeting dates for the coming year, and for any other business that may arise.

c. Special Meetings: Special Meetings may be called by the Chairperson or at the request of any two (2) Trustees. Only such business as has been stated in the call for the Special Meeting shall be discussed. If the entire Board is present, the agenda of the Special Meeting may be amended by a majority vote.

d. Emergency Sessions: The Chairperson may call an emergency session (hereinafter referred to as “Emergency Session”) if public health, safety or welfare is severely and imminently threatened, and two-thirds (2/3) of the Board determines that delay would be detrimental to efforts to lessen or respond to the threat.

e. Recessed Meetings: Any meeting of the Board may be recessed to a specific time and place for the purpose of completing items on the regular agenda for the meeting so recessed; however, a meeting recessed for more than thirty-six (36) hours shall be reconvened only after providing public notice as required by law P.A. 267 of 1976, as amended (M.C.L. § 15.261 *et seq*) (hereinafter referred to as the “Open Meetings Act”).

f. Workshops: The Board may schedule a workshop meeting (hereinafter referred to as a “Workshop”) when advance work by the entire Board is necessary for a particular project such as, but not limited to, budgetary considerations or strategic planning, provided that no formal Board action will be taken by the Board at such Workshop. Minutes shall be taken at Workshops.

The Board may call a closed Workshop in compliance with the provisions of the Open Meetings Act.

Section 2. Meeting Location and Remote Participation at Meetings

All meetings of the Board shall be held in barrier free public facilities within St. Clair County.

Under special circumstances, Trustees unable to be physically present at a public meeting may participate in the meeting via communication devices that include, but are not limited to, audio and/or video equipment that allows all Trustees and other meeting participants to interact on all motions, discussions, and votes. A Trustee wishing to attend via communication devices must give advance notice to the Board Chairperson of the desire to attend via communication devices (unless notice is impractical). The circumstances supporting use of communication devices shall be announced at the start of a meeting and such circumstances shall be noted in the minutes of the meeting. A Trustee attending remotely shall state on the record that no other individuals are able to hear closed Executive Session discussions.

Section 3. Quorum

A Quorum for the transaction of business at any meeting shall be three (3) Trustees. Trustees attending remotely shall be counted towards the quorum required to transact business.

Section 4. Voting

Each Trustee shall be entitled to one (1) vote on each question before the Board. The affirmative vote of a majority of the entire Board shall be required for the approval of any Board action. A Trustee attending a meeting remotely may participate in discussions regarding all items on the agenda and may fully participate in the meeting, e.g. make motions, second motions, and vote, as though they were present in person.

Section 5. Notice

The Library shall notify Trustees by mail, e-mail or phone at least seven (7) business days before any meeting. Notice of any meeting may be waived in writing by any Trustee. Each notice shall state the time and place and, if a Special Meeting is called, the business to be transacted at the Special Meeting. In the event that a Special Meeting is called, Trustees shall be notified as soon as possible and before the eighteen (18) hour period required for notifying the public under the provisions of the Open Meetings Act. In the event that an Emergency Session is called, Trustees shall be notified as soon as possible.

Public notice of all meetings shall be posted at the Administrative Office.

Section 6. Rules of Parliamentary Practices

The rules of the latest edition of “Robert’s Rules of Order” shall be the parliamentary authority governing all meetings of the Board in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

Section 7. Suspension of Rules

Any rule or resolution of the Board, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand by a majority of the entire Board.

Section 8. Public Invited

All meetings of the Board shall be open to the public for all matters except those which it must or may, according to the provisions of the Open Meetings Act, consider in closed session. Persons in attendance at open meetings shall be given the opportunity to address the Board on any matter in accordance with rules adopted by the Board and available at each meeting (described below in Section 9). These rules shall also apply to any committee (described below in Article V) deemed to be a public body as defined by the Open Meetings Act.

Section 9. Rules of Public Participation

A. Citizens wishing to address the Library Board during the “Open to the Public” portion of the meeting will be required to state their name and complete a form prior to speaking that includes their name and contact information, such as address, phone number or email address.

B. Each speaker will be allowed up to three minutes at each meeting, though a speaker’s time may be extended by majority vote of the Board of Trustees. Additional time allotments will be offered speakers wishing to address more than one topic. The Secretary, or designee approved by a majority vote of the Board, shall act as official timekeeper.

C. If a number of citizens are speaking on the same issue, the Board Chairperson may limit the presentations to those offering a different viewpoint, perspective or facts. If a particular group is present, the Board Chairperson may ask that one person be appointed as spokesperson for the group.

D. Comments with regard to how a board member, library administrator, or other library employee performs his or her duties are appropriate, but personal attacks will not be permitted.

ARTICLE V - COMMITTEES

Section 1. Committee of the Whole

In most matters, the Board shall act as a committee of the whole.

Section 2. Special Committees

At the discretion of the majority of the entire Board, special committees (hereinafter referred to as “Special Committees”) may be appointed for the study and investigation of particular issues as determined by the Board. The Chairperson shall appoint one (1) or more Trustees to a Special Committee. Other individuals who are not Trustees may also be appointed as appropriate to carry out the Special Committee’s assignments. The Chairperson shall be an ex-officio voting member of all Special Committees.

Section 3. Standing Committees

At the discretion of a majority of the entire Board, standing committees (hereinafter referred to as “Standing Committees”) may be appointed. The Chairperson shall appoint one (1) or more Trustees to a Standing Committee. The Chairperson shall be an ex-officio voting member of all Standing Committees.

Section 4. Committee Powers and Responsibilities

Standing and Special Committees (hereinafter collectively referred to as “Committees” and singularly as “Committee”) shall make recommendations to the Board for appropriate action. No

Committee shall have other than advisory powers unless, by action of the Board, it is granted specific power to act. A Committee shall make periodic reports to the Board as requested.

Section 5. Terms

Committees shall be appointed by the Chairperson no later than at the meeting following authorization of the Standing or Special Committee. A Standing Committee appointment shall have a one (1) year term, except for the first appointment which shall expire at the time of the next Annual Meeting. A Special Committee shall serve until completion of the work for which it was created.

Section 6. Voting

Each Committee member shall be entitled to one (1) vote on each question before the Committee. A majority of the Committee shall be required for the approval of any action.

ARTICLE VI - DUTIES OF THE BOARD

Section 1. Board Responsibilities

The Board has the following responsibilities:

- Adopt bylaws and rules for the Board's governance;
- Control the expenditure of all funds credited to the Library fund;
- Appoint and remove a Director;
- Work to assure adequate funding for the Library;
- Adopt an annual Library budget and interim revisions;
- Adopt and enforce rules, regulations and policies regarding the use and operation of the Library;
- Adopt plans, both long-term and short-range, for the Library's growth;
- Serve as "connecting links" between the Library and the community;
- Be an advocate for the Library; and
- Attend all Regular, Annual and Special Meetings and participate on Committees.

ARTICLE VII - DUTIES OF THE DIRECTOR

Section 1. Selection

The Board shall appoint a Director with appropriate professional and personal qualifications who shall be the executive officer of the Board. The Director shall be directly responsible to the

Board for fulfillment of assignments as defined in the job description, and shall be under the Board's direction and review.

Section 2. Responsibilities

As chief administrator, the Director has the following responsibilities:

- Assist the Board in its decisions on policies, services, procedures, budget and other such matters;
- Care and maintain the Library's facilities, properties, and equipment;
- Select, acquire, discard and organize books and other Library materials;
- Create effective Library public relations;
- Provide efficient financial management of the Library;
- Employ, determine duties, and supervise other Library personnel;
- Represent, as appropriate, the Board to the public and to government officials;
- Administer policies established by the Board as governing body;
- Keep Trustees informed of matters related to the Library or themselves as Trustees;
- Prepare an annual budget for Board approval;
- Make reports to the Board which measure results of Library service;
- Make expenditures for the general operation of the Library in a reasonable and customary manner under the conditions set forth in the annual budget

Section 3. Meetings

The Director shall attend all Regular, Annual and Special Meetings of the Board and its Committees, unless otherwise directed by the Chairperson.

ARTICLE VIII - INDEMNIFICATION OF TRUSTEES, OFFICERS AND EMPLOYEES

Section 1. General Provisions and Exceptions

Whenever a claim is made or a civil action is commenced against a Trustee or Officer of the Library for injuries to persons or property caused by negligence while in the course of Library business and while acting within the scope of his/her authority, the Library shall pay for, engage, or furnish the services of an attorney to advise that person as to the claim and to appear for and represent him/her in the action. The Library may compromise, settle, and pay the claim before or after the commencement of a civil action. Whenever a judgment for damages is awarded against

a Trustee or Officer of the Library as a result of a civil action for personal injuries or property damage caused by that person while in the course of employment and while acting within the scope of his/her authority, the Library may indemnify that person, or pay, settle, or compromise the judgment.

When a criminal action is commenced against a Trustee or Officer of the Library based upon the conduct of that person in the course of Library business, if the person had a reasonable basis for believing that he/she was acting within the scope of his/her authority at the time of the alleged conduct, the Library may pay for, engage, or furnish the services of an attorney to advise the person as to the action, and to appear for and represent him/her in the case.

The Library shall not indemnify any Trustee or Officer of the Library where such person shall be finally adjudged to be liable for gross negligence acts or omissions not in good faith, intentional misconduct, or a knowing violation of law; provided, that in the event of a settlement of any action, suit or proceeding, indemnification shall be provided only in connection with such matters covered by the settlement if (a) the Library is advised by written opinion of independent legal counsel that the Trustee or Officer to be indemnified did not commit a breach of duty owed to the Library and (b) a majority of disinterested Trustees approves the settlement and indemnification as being in the best interests of the Library.

Section 2. Other Rights

The foregoing right of indemnification shall be in addition to and not exclusive of any other rights to which any person indemnified pursuant to this section may be entitled under any agreement or pursuant to any vote of the Board or otherwise.

ARTICLE IX – CODE OF ETHICS

Section 1. Ethics Statement

- Trustees must promote a high level of library service while observing ethical standards.
- Trustees must avoid situations in which personal interests might be served or financial benefits gained at the expense of library users, colleagues, or the institution.
- It is incumbent upon any Trustee to disqualify himself/herself immediately whenever the appearance of a conflict of interest exists.
- Trustees must distinguish clearly in their actions and statements between their personal philosophies and attitudes and those of the institution, acknowledging the formal position of the Board even if they personally disagree.
- A Trustee must respect the confidential nature of Library business, while being aware of and in compliance with applicable laws governing freedom of information.
- Trustees must be prepared to support to the fullest the efforts of librarians in resisting censorship of library materials by groups or individuals.

- Trustees who accept appointment to the Board are expected to perform all of the functions of Trustees.

ARTICLE X - AMENDMENT

Section 1. Amending the Bylaws

The Bylaws may be amended by a majority vote of the entire Board at any Regular Meeting. A notice of the vote and the proposed amendment must be mailed to all Trustees at least ten (10) days prior to the Regular Meeting at which such action is to be taken.

ARTICLE XI - OTHER

Section 1. Fiscal Year

The fiscal year of the Library shall be from January 1 through December 31.

CERTIFICATION

STATE OF MICHIGAN

COUNTY OF ST. CLAIR

I, the undersigned, duly qualified and acting Chairperson of the St. Clair County Library System Board of Trustees, do certify that the above bylaws are a true and complete copy of the Bylaws adopted on the 27th day of September, 2022.

_____, Chairperson

Reviewed by the St. Clair County Library Board: 8/23/2022

Reviewed by Corporation Counsel:

Final Library Board approval: 9/27/2022

Next Library Board review: 8/27/2024

AMENDMENT TO THE

St. Clair County Library System Board of Trustees

Bylaws

Date: June 28, 2022

Document: Library Board of Trustees Bylaws

The St. Clair County Library System Board of Trustees agree to modify Article III - Officers, Section 2 Election and Term of Office effective June 28, 2022. All terms and conditions of the bylaws will remain unchanged with the exception and removal of the following:

Section 2. Election and Term of Office

Officers shall be elected at the annual meeting (hereinafter referred to as the "Annual Meeting" (defined below in Article IV, Section 1)) of the Board in September following nominations. No Trustee shall be nominated without his/her consent. Officers shall hold office for one (1) year from the Annual Meeting at which they are elected. ~~*Officers shall be limited to no more than five (5) consecutive terms or fractional terms in each office.*~~

BY: _____

DATE: _____

David Whipple, Chairman

Health Department October Points of Interest

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	POI	10/26/2022	Cover Memo

OCTOBER 2022***Points of Interest...***

- On October 5th, SCCHD offices were closed for an all staff training day/in-service at the Blue Water Convention Center. Topics included Safety Awareness Fundamentals; Establishing Hope, Healing & Resilience in a Changed World; Creating Safe Spaces for LGBTQ Clients; and Becoming a Brand Ambassador for local Public Health Departments.
- The St. Clair County Health Department's (SCCHD) Maternal Infant Health Program (MIHP) continues to promote a Diaper Drive for clients in need. New packages of baby diapers (all sizes), baby wipes, rash creams, or baby hygiene items are being accepted. Monetary donations can be using the SCC Treasurer's PayPal account: <http://www.paypal.com/paypayme/sccmitreasurer>. To date, donations have been received from Woman's Life Chapter 386, SCCHD employees and their families, St. Mary's McCormick School, Dollar General, MIHP clients, and local citizens. Meridian Health Plan donated \$1,954.00 in diapers, wipes and hygiene products. For more information call (810) 987-4903.
- The St. Clair County Community Health Improvement Plan (CHIP) priority areas were shared with the Stakeholders Committee in October. The three priority areas are: Mental and Behavioral Health, Obesity and other Associated Behaviors, and Substance Abuse. The Committee will now work on creating goals and objectives for each priority area.
- The Environmental Health Division completed the seasonal monitoring of Great Lakes beaches. Utilizing grant funding eight beaches (Chrysler, Conger-Lighthouse, Fort Gratiot County Park, Holland, Keewahdin, Lakeport State Park, Lakeside and Marine City) were analyzed for water quality. In addition to the standard method, two beaches (Chrysler and Holland) were monitored using an experimental rapid testing technology that allows for results in less than four hours. Those results are being used to determine a correlation factor that could allow for the exclusive use of the rapid test in the future. Overall, the beach water quality results this summer were among the best ever received.
- Due to the success of the sensory friendly room in the Preventive Health & Immunizations department, an additional sensory friendly room has been created in the WIC department so children coming in receiving immunizations and finger pokes for iron and lead will be in a more relaxing environment.
- Effective November 21st, the Monday and Wednesday walk-in schedule for all vaccinations, including flu and covid, will be returning to normal operations. All vaccinations will move back to appointment only. Call (810) 987-5300 to schedule.