

POLARIS[®]

Integrated Library System

Addendum Maintenance and Subscription

This document shall serve as an addendum to the Agreement dated September 19th, 2003 between Gila County Library District (“Client”) and GIS Information Systems, Inc., Inc. This agreement shall remain in effect for a period of three (3) years from (start date) 4/02/2012 to (end date) 3/30/15.

Attachment “A” by mention is made a binding part of this agreement as set forth herein.

Annual Software Maintenance and Subscription Costs through 4/2/13:

| <u>Item</u> | <u>Qty</u> | <u>Unit Cost</u> | <u>Amount</u> |
|---|------------|------------------|--------------------|
| <u>Software Maintenance 4/3/12 - 4/2/13:-</u> | | | |
| Simply Reports - 10 user | 1 | \$2,500.00 | \$2,500.00 |
| Polaris Server Software | 1 | \$10,352.23 | \$10,352.23 |
| Polaris Staff Client | 43 | \$400.00 | \$17,200.00 |
| Polaris PowerPAC - SPA | 1 | \$1,380.31 | \$1,380.31 |
| Prorate - Polaris Staff Client | 3 | \$78.75 | \$236.25 |
| Polaris Export Utility | 1 | \$165.38 | \$165.38 |
| Polaris Staff Client | 11 | \$135.00 | \$1,485.00 |
| Outreach Services | 1 | \$255.27 | \$255.27 |
| Software Maintenance Cost 4/3/12 - 4/2/13 | | | \$33,574.44 |
| <u>Subscription Services:-</u> | | | |
| BrightStor ARCserve prorate 9/18/12 - 4/2/13 | 1 | \$50.00 | \$50.00 |
| BrightStor SQL prorate 9/18/12 - 4/2/13 | 1 | \$65.00 | \$65.00 |
| ZMARC Authority prorate 12/01/12 to 4/2/13 | 1 | \$1,606.78 | \$1,606.78 |
| Syndetic Solutions 4/3/12 - 4/2/13 | 1 | \$1,184.78 | \$1,184.78 |
| Pro-rated Total | | | \$2,906.56 |
| Total: Maintenance & Subscriptions through 4/2/13: | | | \$36,481.00 |

BrightStor ARCserve will be renewed 9/18/12 through 4/2/13 at a pro-rated amount.
 BrightStor ARCserve SQL will be renewed 9/18/12 through 4/2/13 at a pro-rated amount.
 Syndetic Solutions will be renewed 4/3/12 through 4/2/13 at the full annual rate.
 ZMARC Authority will be renewed 12/1/12 through 4/2/13 at a pro-rated amount.

Subscriptions have been prorated so that all services would renew on the same date each year.

Annual Software Maintenance and Subscription Costs through 4/3/13 - 4/2/14:

| <u>Item</u> | <u>Qty</u> | <u>Unit Cost</u> | <u>Amount</u> |
|--|------------|------------------|--------------------|
| <u>Software Maintenance 4/3/13 - 4/2/14:-</u> | | | |
| Simply Reports - 10 user | 1 | \$2,575.00 | \$2,575.00 |
| Polaris Server Software | 1 | \$10,662.80 | \$10,662.80 |
| Polaris Staff Client | 43 | \$412.00 | \$17,716.00 |
| Polaris PowerPAC - SPA | 1 | \$1,421.72 | \$1,421.72 |
| Polaris Staff Client | 3 | \$139.00 | \$417.00 |
| Polaris Export Utility | 1 | \$170.34 | \$170.34 |
| Polaris Staff Client | 11 | \$139.00 | \$1,529.00 |
| Outreach Services | 1 | \$262.93 | \$262.93 |
| Software Maintenance Cost 4/3/13 - 4/2/14 | | | \$34,754.79 |
| <u>Subscription Services 4/3/13 - 4/2/14:-</u> | | | |
| BrightStor ARCserve | 1 | \$154.50 | \$154.50 |
| BrightStor SQL | 1 | \$200.85 | \$200.85 |
| ZMARC Authority | 1 | \$3,656.50 | \$3,656.50 |
| Syndetic Solutions | 1 | \$1,220.32 | \$1,220.32 |
| Subscription Services Cost 4/3/13 - 4/2/14 | | | \$5,232.17 |
| Total: Maintenance & Subscriptions 4/3/13 - 4/2/14: | | | \$39,986.96 |

Annual Software Maintenance and Subscription Costs through 4/3/14 - 4/2/15:

| <u>Item</u> | <u>Qty</u> | <u>Unit Cost</u> | <u>Amount</u> |
|--|------------|------------------|--------------------|
| <u>Software Maintenance 4/3/14 - 4/2/15:-</u> | | | |
| Simply Reports - 10 user | 1 | \$2,652.25 | \$2,652.25 |
| Polaris Server Software | 1 | \$10,982.68 | \$10,982.68 |
| Polaris Staff Client | 43 | \$424.36 | \$18,247.48 |
| Polaris PowerPAC - SPA | 1 | \$1,464.37 | \$1,464.37 |
| Polaris Staff Client | 3 | \$143.17 | \$429.51 |
| Polaris Export Utility | 1 | \$175.45 | \$175.45 |
| Polaris Staff Client | 11 | \$143.17 | \$1,574.87 |
| Outreach Services | 1 | \$270.82 | \$270.82 |
| Software Maintenance Cost 4/3/14 - 4/2/15 | | | \$35,797.43 |
| <u>Subscription Services 4/3/14 - 4/2/15:-</u> | | | |
| BrightStor ARCserve | 1 | \$159.13 | \$159.13 |
| BrightStor SQL | 1 | \$206.87 | \$206.87 |
| ZMARC Authority | 1 | \$3,766.19 | \$3,766.19 |
| Syndetic Solutions | 1 | \$1,256.93 | \$1,256.93 |
| Subscription Services Cost 4/3/14 - 4/2/15 | | | \$5,389.12 |
| Total: Maintenance & Subscriptions 4/3/14 - 4/2/15: | | | \$41,186.55 |

Services Include:

Agreement dated September 19th, 2003

Software Maintenance and System Support

Agreement dated September 19th, 2003 Line item 16:

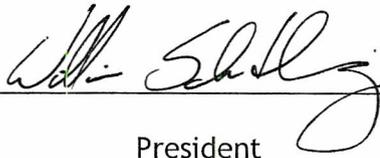
Telephone support and updates for the SOFTWARE will be provided as part of the annual SOFTWARE Maintenance fee. Support calls to Polaris for any items declined or any service not covered under maintenance will incur a \$200.00 hourly fee (minimum one (1) hour). This fee only covers Polaris support personnel's time and efforts. Additional costs may be incurred for replacement part: repairs by the manufacturer's agent, shipping and insurance, etc.

Finally, it is agreed by both parties that the Agreement will be renewed for a three (3) year term commencing on 4/3/2012 and expiring on 4/2/2015. Fees for maintenance services will continue to be billed annually in advance over the course of this three (3) year term. Increases in annual maintenance or subscription fees will be limited to 3%. At the end of this three (3) year term, any renewal term will be subject to the mutual written agreement of both parties.

ACCEPTED BY:
Gila County Board of Supervisors
Inc.

ACCEPTED BY:
On behalf of GIS Information Systems, Inc.,

Name: _____

Name:  _____
President

Title: Chairman, Board of Supervisors

Date: _____

Date: 2-14-12 _____

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

Bryan Chambers
Chief Deputy County Attorney

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability: GIS Information Systems, Inc. and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between GIS Information Systems, Inc. and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the GIS Information Systems, Inc. and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. GIS Information Systems, Inc. understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined: As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. GIS Information Systems, Inc. Defined: As used in this Addendum, the term "GIS Information Systems, Inc." shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "GIS Information Systems, Inc." in that written agreement.

D. Relationship of the Parties: GIS Information Systems, Inc. is an independent Contractor of the County. GIS Information Systems, Inc. represents that it has or will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. GIS Information Systems, Inc. warrants that it has obtained or will obtain Worker's Compensation Insurance for its employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by GIS Information Systems, Inc. that it shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither GIS Information Systems, Inc. nor any employee of the GIS Information Systems, Inc. shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause: GIS Information Systems, Inc. acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to GIS Information Systems, Inc. of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause: GIS Information Systems, Inc. shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GIS Information Systems, Inc. or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such GIS Information Systems, Inc. to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by GIS Information Systems, Inc. from and against any and all claims. It is agreed that GIS Information Systems,

Inc. will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, GIS Information Systems, Inc. agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by GIS Information Systems, Inc. for the County.

G. Entire Contract Clause: GIS Information Systems, Inc. and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

H. Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by GIS Information Systems, Inc. of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Severability: *If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.*

J. Governing Law: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

K. Cancellation: This contract is subject to the cancellation provisions of A.R.S. §38-511.

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) GIS Information Systems, Inc. certifies that it does not have scrutinized business operations in Iran or Sudan and that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

M. Legal Arizona Workers Act Compliance: GIS Information Systems, Inc. hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to GIS Information Systems, Inc.'s employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). GIS Information Systems, Inc. shall further ensure that each subcontractor who performs any work for GIS Information Systems, Inc. under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of GIS Information Systems, Inc. and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of GIS Information Systems, Inc.'s or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting GIS Information Systems, Inc. to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor and the subcontract is suspended or terminated as a result, GIS Information Systems, Inc. shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

GIS Information Systems, Inc. shall advise each subcontractor of County's rights, and the subcontractor's obligations under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."