EXHIBIT 2(B)

CLEVELAND PUBLIC LIBRARY

Finance Committee
June 18. 2009

RESOLUTION FOR AN INTERLIBRARY SOFTWARE COLLABORATION AGREEMENT

WHEREAS,   The State Library of Ohio and the Oregon State Library have entrustedCleveland Public Library and Multnomah County Public Library respectively with the administration of statewide virtual reference services and

WHEREAS,   The State Libraries provide funding for the statewide virtual reference services by allocating federal LSTA monies; and

WHEREAS,   The State Libraries collaborated on the development of a new platform for virtual reference services that was better suited to current communications protocols and to better meet the needs and requirements of access for all users; and

WHEREAS,   Cleveland Public Library (CPL) and Multnomah County(MC) entered into an Interlibrary Software Collaboration Agreement effective June 1, 2008 to maintain and develop the new platform with CPL hosting the hardware and software of the collaborative system; and

WHEREAS,   Annual costs for the continued maintenance and enhancements to the software are funded with LSTA monies contributed by the state libraries of Ohio and Oregon, and

WHEREAS,   CPL and MC desire to amend the agreement effective July 1, 2009 as follows:

Cleveland Public Library and Multnomah County will divide costs for software enhancement on an equal basis with each party responsible for a contribution of $21,375.00 of the total cost

The number of questions that MC librarians answer from CPL patrons during normal business hours will approximately equal the number of questions CPL librarians answer for MC patrons 9:00 a.m. – 12:00 p.m.(EST), Monday through Friday.; therefore be it

RESOLVED,   That the Board of Library Trustees approve the amendment to the Interlibrary Software Collaboration Agreement between <u>Cleveland Public Library and the Multnomah County Public Library</u> defining the collaborative project and the funding contributions amounting to <u>$42,750.00</u> for software enhancement costs with the expenditure being charged as follows: the Cleveland Public Library, Ohio using <u>KnowItNow24X7 Fund Account 25230103-53710: Professional Services for 50% or $21,375.00</u> and <u>General Fund Account 13010053-53710: Professional Services for 50% or $21,375.00</u> which is to be invoiced to Multnomah County Public Library, Oregon.

FIRST AMENDMENT TO INTERLIBRARY SOFTWARE COLLABORATION AGREEMENT

THIS FIRST AMENDMENT TO INTERLIBRARY SOFTWARE COLLABORATION AGREEMENT (this "Amendment") is entered into as of June 1, 2009 by and between by and between the Board of Trustees of the Cleveland Public Library ("CPL") and Multnomah County ("MC"). CPL and MC are also referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

A. CPL and MC entered into that certain Interlibrary Software Collaboration Agreement with an effective date of June 1, 2008 (the "Agreement").

B. CPL and MC desire to amend the Agreement as more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, CPL and MC hereby enter into this Amendment and agree as follows:

1. **Incorporation of Recitals; Certain Definitions.** The above recitals are hereby incorporated into this Amendment as if fully set forth herein. Except as otherwise defined or provided herein, the capitalized terms used as defined terms in this Amendment will have the definitions for those terms that are set forth in the Agreement. The Agreement, as amended by this Amendment, is hereinafter referred to as the "Amended Agreement."

2. **Phase 2 Development Expenses.** CPL and MC will divide costs equally respecting development expenses related to "Cleveland Public Library Phase 2 Statement of Work" from Source-N dated May 28, 2009, a copy of which is attached to and made a part of this Amended Agreement as Schedule 1. The total expected cost (the "Total Cost") related to Phase 2 will be forty-two thousand and seven hundred fifty dollars ($42,750.00). Accordingly, CPL and MC will each contribute twenty-one thousand and three hundred seventy-five dollars ($21,375.00) of the Total Cost. CPL will administer payment of the Total Cost and, on or before July 30, 2009, MC will deliver a check to CPL made payable to CPL in the amount of twenty-one thousand and three hundred seventy-five dollars ($21,375.00).

3. **Hours for Support Services.** Section 7(d) of the Agreement is hereby amended and restated as follows:

> During the Term, CPL and MC will regularly communicate to share best practices and procedures related to the New Library Virtual Reference Service. To augment support services for each Party's respective patrons, during the Term: (i) CPL will ensure that there will be at least one librarian who will be available to answer questions from MC patrons on Monday through Friday (excluding legal holidays) from 9:00 a.m. until 12:00 p.m. (Eastern Standard Time); and (ii) MC will ensure that its

librarians regularly offer such number of hours to answer questions from CPL patrons (generally Monday through Friday (excluding legal holidays) during normal business hours (Pacific Standard Time)) so that the number of questions answered for CPL patrons by MC's librarians, in the aggregate, approximately equals the number of questions answered for MC patrons by CPL's librarians.

4.   **Miscellaneous.**

(a)   This Amendment will be incorporated into and made a part of the Agreement, and all provisions of the Agreement not expressly modified or amended hereby will remain unmodified and unamended and in full force and effect and are hereby ratified and confirmed.

(b)   Notwithstanding any provision of the Amended Agreement to the contrary, in the event of any inconsistency or conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will control.

5.   **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement. Faxed signatures or signatures in PDF copies transmitted via e-mail will be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

"CPL"   "MC"

The Cleveland Public Library   Multnomah County, on behalf of itself and the
                                                              Multnomah County Library
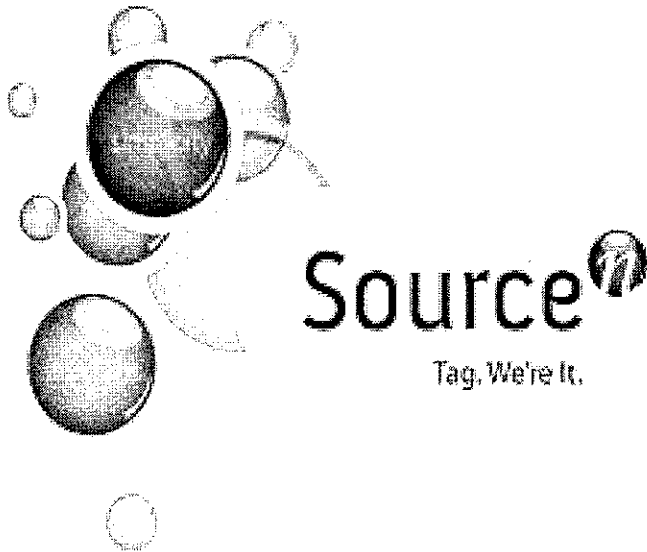
By:_____

                                                              By:_____
Its:_____

                                                              Its:_____
and

By:_____

Its:_____

Schedule 1

Phase 2 "Statement of Work" May 28, 2009

Source

Tag. We're It.

Cleveland Public Library Phase 2

Statement of Work

28-May-2009

I. SourceN's Project Role

SourceN is to function as a Software Services Development and Technology Contractor for Cleveland Public Library ("Client"). As such, this Statement of Work ("Cleveland Public Library") will define all work on this project to be conducted by SourceN, deliverables and deadlines for both SourceN and Client, and defines standards for the work to be performed.

II. Project Overview:

SourceN will customize and upgrade Openfire and Spark client to enhance the features of the existing solution. As a part of the enhancement project, SourceN will deliver features mentioned under the project scope. SourceN estimates that the work can be completed as specified below. SourceN will work with client to prioritize key features & customizations with respect to Client's Time and Cost constraints.

Any additional time required to complete the project beyond the estimate herein will be pre-approved by Client before SourceN engages in any such work.

SourceN will deliver the solution on the following version of Openfire and Spark
- Openfire 3.6.4
- Spark 2.5.8

III. Project Scope

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The elements listed in this section are considered the scope of this fixed-bid project estimate. Additional items or a change in the items below will necessitate a change order with a related estimate for time and services of the SourceN staff. SourceN will work with Client to define REASONABLE requirements that can be delivered within the budgetary constraints and time estimate of the project. Scope of the project will be mutually determined by SourceN and Client based on the Client's budgetary constraints and time estimate.

Requirements that fall outside the Client's budgetary constraints and time estimate will not be included in the deliverable and can be included in a subsequent Statement of Work or Change Order. Assumptions and dependencies are noted where applicable and known, based on our current limited understanding of this project as follows:

Proposed List of features:

1. Spark Installer-(without pop-up advertisements) and a bundled JRE

   a. Mac Installer

   b. Source files

2. Customized spark client should have a versioning system

3. Transfer noise

   3a. When a call is transferred to a queue there should be an alert noise broadcast to librarians monitoring that queue

5. FastPath Webchat - JavaScript Issues The JavaScript that runs the FastPath webchat makes certain assumptions about the chat window that are not necessarily true, specifically that the chat is happening in a pop-up window.

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Calls to window. parent fail when the chat is running in an iframe as part of a larger screen.

>5a. Sometimes, if a customer/patron is typing and a new message arrives, the window focus is changed and the patron's typing is interrupted.

>5b. In IE6, The window re-focuses itself at the top over and over.

>5c. Backspace in user chat erases chat from the window.

6. FastPath – Transcripts

>6b. Presently, the patron's question does not show in the FastPath webchat on their side or in the chat transcript on the librarian's side. It does show for the librarian in the 'info' window.

>6c. Treating the patron's 'question' as also their initial message could address this on both sides without making changes to the FastPath webchat or Spark.

9. Spark – Prevent librarians from accidentally closing a chat with a patron by x-ing out the window. Treat the 'x' the same as the 'End call' button – provide a warning and allow resolution codes.

13. FastPath Webchat - Audible alert of incoming messages for patrons

>13a. Patrons should have the option of hearing a 'beep' or 'ding' when a new message arrives from the librarian. There is even an existing reference to a sound-related JavaScript function in webchat/chatmain.jsp, starting on line 364:

15. Fastpath Webchat- Include an emoticon menu on FastPath webchat for patrons to use

17a. Provide an admin interface to block only certain users for file transfer.

18. Open Fire / FastPath – Create an administrative interface for setting the

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options for resolution codes by workgroup.

25. Carrying out existing customization on new Open fire version

Final Scope and Features will be mutually agreed upon after kick-off given project time & resource constraints.

- **Constraints**

SourceN will manage all work within this Statement of Work, an estimate for which is included herein. Additional item or items incremental to the scope or any change related to an evolved understanding of the scope defined within this document will adhere to SourceN's change request process and may impact cost and schedule.

- **Known Scope Exclusions**

SourceN can add additional scope exclusions before and during the project as and when SourceN's understandings of the project & requirements evolve". Many scope exclusions can be considered as additional projects or future phases of work that the Client may wish to engage SourceN to develop under a separate Statement of Work.

Based on SourceN's current and limited understanding of this project and associated requirements, SourceN has identified the following Scope Exclusions:

1. Multiple patrons are told they are #1 in the queue

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2. FastPath - Accessibility
    i. Webchat should work consistently on web-enabled mobile devices and with adaptive technology such as the JAWS and Window Eyes screen readers.
3. IM Gateway Plug-in for Open Fire - Fix XMPP protocol to work with librayh3lp. According to Eric and Pam Sesames of libraryh3lp, "It would be great if someone wanted to contribute a plug-in for Spark ... that sent inactivity notifications in compliance with XEP-0085."
4. FastPath for SparkWeb
5. The transfer noise should be customizable and The controls for the transfer noise should be in a standard location
6. Additionally, updates to the Webchat JavaScript would allow us to let the patron decide when to close their chat window (right now, a JavaScript call redirects them when the librarian disconnects).
7. Webchat as a popup window
    i. Webchat as a Separate page (if we are retaining the existing one)
    ii. Webchat as a separate page
    iii. Webchat as an iframe inside of another page
8. The initial patron question should display at top of transcript for both librarian and patron. We have had feedback from both patrons and librarians about this issue.
9. Spark - Transfer a FastPath webchat to specific agent without losing queue information
    i. Presently, questions transferred directly to a specific agent do not come attached to the original queue information. Questions transferred to a

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queue do come attached with queue information and provide the opportunity to assign resolution codes.

10. Spark or FastPath or Open Fire Broadcast plug-in – Broadcast macros or automatic broadcast to quickly send messages to logged-in members of a particular group of users

11. We're using the broadcast plug-in to alert online librarians of a class visit. Librarians would like to automatically receive a broadcast when the number of waiting patrons (or length of time spent waiting) reaches certain criteria. This feature should be optional and the criteria should be set by workgroup or IM group (the idea is that not everyone logged in is monitoring a workgroup).

12. Alternatively, create a one-click macro in Spark that calls for help from a specific IM group.

13. Spark – Prevent librarians from accidentally closing a chat with a patron by x-ing out the window. Treat the 'x' the same as the 'End call' button – provide a warning and allow resolution codes.

14. Alternatively, don't allow a window to be closed until all FastPath chats are completed.

15. FastPath – Allow multiple users to join a conference room in Webchat mode.
    i. We would like the capability to route people with similar questions into conference rooms.

16. Spark – See whole question and highlight the scrollbar.

17. Spark - Adjust font colors so that there is always a clear distinction between what the librarian says and what the patron says.

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18. Colors for librarian / patron prompts in the Spark side of FastPath appear to be randomly chosen, which means that sometimes the two colors are very similar. Change the function so that the colors for the first two people in the chat always contrast.

19. Spark - Allow alerts in FastPath sessions to be customized

20. Presently, Spark settings for alerts for new messages sometimes do and sometimes do not apply to FastPath messages. This may be a Java issue addressed by bundling a JRE.

21. Spark – Optionally, block file sharing completely.

    i. Some libraries won't install Spark on municipal networks because Spark allows file sharing between librarians. A plug-in could turn off file sharing, and a separate installer created for this libraries. We'll remove the File Sharing icon for the users who are blocked by admin.

22. Presently, the options for resolution codes are hard coded into FastPath and not customizable by workgroup.

23. Spark – Librarians should have the option to see them listed in their buddy lists.

24. Spark - Change the word macros to a word that will be more easily understood by librarians.

25. We suggest 'scripts' for messages and 'bookmarks' for URLs, or 'scripts and bookmarks' for both.

26. Spark – Identical statuses "Free to chat" and "Online" are confusing. Eliminate "Free to Chat".

27. Spark - In the contacts menu, lookup profile asks for a Jabber ID. Change to 'username'.

28. Cross browser compatibility for webchat

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29. Carrying out existing customization on new Spark version

30. SourceN will not carry out any UI/IA/UX Customization. This can be handled in a separate SOW

IV. Client Deliverables:

1. Client will provide SourceN with feature workflow where ever requested

V. Assumptions & Dependencies

A. Project Management

1. SourceN requires that Client will staff a primary project contact to manage the project that will ensure timely communication and coordination between Client, the Client's End-Customer and SourceN throughout the project. Client's Project Manager will be actively involved in managing the project and End-Customer.

2. SourceN will generate a change request detailing the cost and timing for complex or additional deliverables related to this Statement of Work when such complexity or change is requested by Client or identified to be part of the project scope.

3. SourceN assumes that Client will provide development, staging systems and production systems including correctly installed versions of operating systems, software (web server, app server, databases, compilers, run-times, frameworks, etc.), VPN access, and source code management.

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4. SourceN assumes that Client will procure any necessary hardware, software, hosting, and network access to enable this project.

5. SourceN assumes that Client will establish a Base Camp HQ or similar project workspace to manage collaboration, tasks, documents, communication, etc. on this Project. Optionally, SourceN can provide a Project workspace to manage collaboration on this project.

B. Known Risk Factors & Potential Impact (TBD)

Based on SourceN's current and limited understanding of this project and associated requirements, SourceN has identified the following Risk Factors:

1. SourceN time and cost estimate are based on feature workflow as proposed by SourceN. SourceN estimate can vary if client provides with a different workflow.

2. SourceN time and cost estimates are depending upon the limited understanding of requirements. The Time and Cost estimate could increase or scope may need to be reduced depending upon our evolving understanding of the project.

3. Project delivery date depends upon timely feedback requested from client. Any delay in providing feedback can risk the project end date.

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4. SourceN estimates for time depend upon timely access to networks, servers and VPN and it could increase if there are any delays in providing.

5. Integration with third party APIs, if any, and any upgrade/modifications made to these third-party APIs by their respective companies may make integration dysfunctional before or after go-live leading to increase time & costs.

SourceN and Client will work together to reduce these risk factors, but it is unlikely that these risk factors can be eliminated. Therefore, Client understands the possible cost & schedule variance for this project and acknowledges that Client may have to pay SourceN additional fees and accept delays in the project delivery arising from the above stated Risk Factors.

SourceN can add additional Risk Factors before and during the project as and when SourceN's understandings of the project & requirements evolve. Resolution too many Risk Factors can be considered as additional projects or future phases of work that the Client may wish to engage SourceN to develop under a separate Statement of Work

C. Schedule, Costs and Billing

SourceN's estimated schedule, costs and billing are based on our current, limited understanding of the project scope, requirements and deliverables. Where possible, this Statement of Work attempts to identify the scope and deliverables accurately as well as open items ("TBD"), possible change requests, and other potential scope/schedule/cost impacts. Having said the foregoing, Client understands that these estimates may need to be revised as our understanding of the scope, requirements and deliverables evolves and

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may necessitate change requests that could delay the project schedule and increase costs.

D. Communications

1. SourceN assumes that feedback will be received in a consolidated format from Client stakeholders from the assigned Client contact. Multiple instances of feedback per each review will not be accepted. This process will help keep the project on schedule and budget.

2. Feedback must be received within the timeframe specified for each deliverable review, allocated at one to two (1-2) days per deliverable (check project plan for details). If feedback is provided after the dates outlined in the project schedule, SourceN will look at pushing back the schedule accordingly.

E. Assets & Information Gathering

- SourceN will not be held responsible for a delay in the delivery of assets by Client or by other third parties contracted by Client or any schedule changes caused by delay in delivery of those assets.

F. Technology

- Client will provide Business & Technical Support on all of Client's existing Application/Website technology if the need be during the course of the project including, but not limited to,

Source

- o Dev, Test, and Production Servers
- o Networks / VPNs / Encryption / etc.
- o TBD
- Client's technical team will be available to SourceN to provide expert guidance, technical & development support to SourceN on any issues and questions related to the execution of this project.

G. Background Technology

- All work on this project is considered to be a work for hire and shall be owned by Client except as denoted below.
- SourceN owns and reserves the right to reuse proprietary Background Technology developed or used on this project for other Clients. Background technology consists of methods and techniques developed to execute the Project.

H. Legal

- Legal approval by Client has not been incorporated into the project schedule. If legal approval is deemed necessary, the schedule will be adjusted and the final asset delivery date pushed back accordingly.
- If legal approval is required, legal approval guidelines must be communicated prior to the design phase. Communication of legal or other guidelines after design will necessitate a change request and will delay final asset delivery and may increase cost.

Source

- Client represents, warrants and has secured licenses and usage rights for all content delivered to SourceN for use in the Project and will hold SourceN harmless for any actions arising from its use.

VI. Project Administrative Notes

- Change Request Process

  - Any deviation from the scope outlined in the Statement of Work or adjustment in the Project Schedule including but not limited to delayed approvals or delayed asset delivery from Client, or other third parties, will necessitate a change request. A change request will require an estimate of new work to be performed by SourceN.
  - Estimates include resource allocation, management, and/or production and are billed on a time-of-staff model at SourceN's current list rates. Change request production will not commence until signed approval of an estimate for such work is received.

- Acceptance Criteria

  - SourceN will work with Client to thoroughly test the module developed or modified by SourceN. Upon issue identification, SourceN will make all necessary corrections to the developed and/or modified components prior to providing final files to Client for implementation.

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SourceN will work with Client to identify issues and address. Items will be addressed in priority ranking.

- o Level 1: Error will break the application or severely disrupts the user experience.
- o Level 2: Error is severe.
- o Level 3: Error is noticeable; however it does not disrupt the user experience or functionality in a significant way.
- o Level 4: A minor loss of function or other small problem that has an easy workaround. A fix is not required for launch.
- o Level 5: A very minor issue. A fix is not required for launch.

Client can only reject Deliverables that do not meet the mutually agreed upon standards defined by Client in the Statement of Work and any necessary Change Requests. Client Acceptance occurs either by Client signing a formal Acceptance Document stating that all Deliverables meet agreed upon standards or by SourceN delivering final assets to Client. Any use of the Project deliverables or assets constitutes final acceptance by Client.

- Warranty
  - o SourceN provides no warranty. SourceN will not correct errors found after project acceptance and not detailed within the acceptance document. Creation of a warranty plan, including devotion of necessary SourceN resources on a twenty-Four hour, 7 day per week, 365 day per year basis to resolve the error, may be developed under a separate Statement of Work, if requested by Client.

- Hosting

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- It is assumed that Client will set up and manage a secure development and staging environment to review the project during deployment within the QA phase of the project including all necessary hardware and software and network access.

- **Partnership Considerations**
  - SourceN and Client along with input from the end-customer may work together to identify existing partnerships that can be leveraged as well as opportunities to create new partnerships. SourceN along with input from Client will determine appropriate partnerships and will seek and develop any such relationships. Although SourceN may make suggestions regarding potential partnerships, SourceN will not approach or communicate with any such potential partners on Client's behalf without Client's prior written consent.

- **Training**
  - Client shall have the option to hire SourceN at a reasonable and agreed upon price, which will include travel expenses, to train the personnel designated by both parties to use and maintain the project as applicable and any upgrades thereto. Such training shall be provided by SourceN over a reasonable number of consecutive business days that will be agreed upon in advance by Client and Client and provided at a location designated by Client

- **Self-Promotion**

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- SourceN shall not itself use, nor shall it authorize any third party to use Client's or end-customer's content, name or marks in any manner inconsistent with this Statement of Work without written consent.

- Out of Pocket Expenses
  - This Statement of Work does not include out of pocket expenses. SourceN will provide Client with an itemized estimate for all out of pocket expenses for approval prior to incurring expenses.

- Travel
  - This Statement of Work does not include travel fees. If travel is needed, SourceN will provide Client with an itemized estimate for all travel expenses for approval prior to incurring travel fees.

- Transfer Restrictions
  - Except to the extent necessary to effectuate the specific uses for which Client has contracted with SourceN, Client shall not assign, rent, lease, sell, sublicense, or otherwise transfer SourceN's code or materials produced for the Project to another party, other than Client without prior written consent of SourceN. Any party authorized by SourceN to receive the Works for the Project must agree to be bound by the terms and conditions of this agreement.

VII. Project Schedule, Time, Costs and Billing

A. Project Schedule

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SourceN will need **6 Calendar weeks** to complete the project from the start of the project.

B. Project Costs & Billing

SourceN's fee for this project is estimated at **$42,750.00**

C. Payment Schedule

Client will pay SourceN, according to the following schedule:

- Payment 1: $ 14,250.00 on **Monday of Week 1**
- Payment 2: $ 14,250.00 on **Monday of Week 3**
- Payment 3: $ 14,250.00 on **Monday of Week 6**

VIII. Sign-Off

By signing below, Client agrees to engage SourceN for this Statement of Work and all of the terms and conditions herewith.

Sign: _____   Sign: _____

Date: _____   Date: _____

Name: _____   Name: Jim Weldon_____

Source

Title:_____   Title: Managing Partner_____

Source⑰