

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

June 15, 2010

**RESOLUTION FOR AN INTERLIBRARY SOFTWARE COLLABORATION  
AGREEMENT**

- WHEREAS, The State Library of Ohio and the Oregon State Library have entrusted Cleveland 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, Cleveland Public Library and Multnomah County entered into an Interactive Software Collaboration Agreement with an effective date of June 1, 2008, to maintain and develop a new platform for virtual reference services with CPL hosting the hardware and software of the collaborative system; and
- WHEREAS, The Agreement was amended, effective June 1, 2009, to divide the cost for software enhancement on an equal basis; and
- WHEREAS, CPL and Multnomah County desire to amend the amended Agreement as set forth in the attached Second Amendment, currently under review by Multnomah County legal counsel; now therefore be it
- RESOLVED, That the Board of Library Trustees authorizes the Director to complete negotiations of the agreement between Cleveland Public Library and Multnomah County, subject to review and approval of the contract by the Library's legal counsel; and be it further
- RESOLVED, That the President of the Board of Trustees is authorized to execute any agreements, amendments, or other documents necessary or appropriate to effectuate the Agreement in accordance with this resolution.

SECOND AMENDMENT TO INTERLIBRARY SOFTWARE COLLABORATION  
AGREEMENT

Multnomah County Contract No. 4600007771 (the "Contract Number")

THIS SECOND AMENDMENT TO INTERLIBRARY SOFTWARE COLLABORATION AGREEMENT (this "Second Amendment") is entered into effective as of May \_\_, 2010 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."

RECITAL

A. CPL and MC entered into that certain Interlibrary Software Collaboration Agreement having the aforementioned Contract Number, with an effective date of June 1, 2008 (sometimes referred to by its original name, "Agreement") as was amended by that certain First Amendment to Interlibrary Software Collaboration Agreement entered into as of June 1, 2009 (hereinafter the "Amendment"). The Agreement as modified by the Amendment is referred to as the "Amended Agreement".

B. CPL and MC desire to amend the Amended Agreement as more particularly set forth in this Second 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 Second Amendment and agree as follows:

1. **Incorporation of Recitals; Certain Definitions.** The above recitals are hereby incorporated into this Second Amendment as if fully set forth herein. Except as otherwise defined or provided herein, the capitalized terms used as defined terms in this Second Amendment will have the definitions for those terms that are set forth in the Amended Agreement. The Amended Agreement, as amended by this Second Amendment, is hereinafter sometimes referred to as the "Second Amended Agreement."
2. **Term.** Section 2 of the Agreement, "Term", is amended and restated as follows: "**Term.** The term of the Agreement is perpetual (the "Term"). Any reference in the Agreement to a term other than a perpetual Term shall be stricken and otherwise treated as if same were not therein set forth."
3. **Hosting and Maintenance Services.** Section 4 of the Agreement is amended by deleting the penultimate sentence thereof, and substituting and inserting in its place the following: "Except as otherwise agreed by the parties, during the period May 1, 2010 through June 30, 2015, CPL will

charge to MCL no more than a total of Fifty Thousand Dollars (\$50,000.00) as MCL's share of both software development and annual hosting maintenance costs. The charge for services after June 30, 2015 shall be negotiated and added as an amendment to the agreement of the parties."

4. **Termination.** Section 5 of the Agreement is amended by deleting the first sentence thereof and substituting in its place the following: "Either party may terminate this Agreement upon ninety (90) days written notice, *provided, however*, that each party shall be responsible for its share of cost incurred or approved prior to termination as provided in this Agreement."
5. **Collaborative Processes.** Section 7 (d) is amended and restated as follows: "**Best Practices; Additional Support.** During the Term, CPL and the Multnomah County Library will regularly communicate to share best practices and procedures related to the New Library Virtual Reference Service."
6. **Schedule B.** Schedule B is amended by adding the following thereto: "Fifty Thousand Dollars (\$50,000) during the period from May 1, 2010 to and including June 30, 2015 and as otherwise set forth in Section 4 of the Agreement."
7. **Miscellaneous.**

(a) This amendment will be incorporated into and made a part of the Second Amended Agreement, and all provisions of the prior agreements 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 Second Amendment and terms of the Amended Agreement, the terms of this Second Amendment will control.

7. **Execution in Counterparts.** This Second Amended 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 Second Amendment to be executed the day and year first above written.

"CPL"

"MC"

The Cleveland Public Library

By: \_\_\_\_\_

Its: \_\_\_\_\_

And

By: \_\_\_\_\_

Its: \_\_\_\_\_

Multnomah County, on behalf of itself  
And the Multnomah County Library

By: \_\_\_\_\_

Its: \_\_\_\_\_