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Coast Community College District
Voyager Library System
FINAL 4/29/02

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PREAMBLE

In 1989, The North Orange County Community College District (NOCCCD) and the Coast Community College District (CCCD) partnered in an effort to provide quality library services to benefit the students of both districts. NOCCCD is an automation service provider for CCCD in the maintenance, upgrades, and core support of the Voyager Library System. The result of this partnership has culminated great success in providing standardized and advanced library technology that the students, faculty, and staff of both NOCCCD and CCCD utilize on a daily basis.

All students from both districts benefit from the streamlining of these library processes to include more effective cataloging, circulation, and reciprocal borrowing of the four libraries holdings of books. This partnership has resulted in the Inter Library Loan Program (ILL), which gives the students and staff the ability to access records and borrow books from any of the four college libraries. The five library Deans lead the management of the Cal West Library Consortium, which addresses the needs of the students and staff in this information technology environment.

AGREEMENT

This agreement made and entered into this 19th day of June, 2002 by and between the Coast Community College District, hereinafter CCCD, 1370 Adams Avenue, Costa Mesa, CA 92626, and the North Orange County Community College District, hereinafter NOCCCD, 1000 North Lemon Street, Fullerton, CA 92834, both located in Orange County, State of California.

WITNESSETH

Section 70902 of the Education Code, State of California authorizes a school district to perform services for another school district and receive remuneration for performance of the school service.

The Districts name as parties to the Agreement desire to cooperate with each other and enter into this agreement pursuant to the statutory authorization for the purpose of providing Information Services library services.

SET UP

It is mutually understood and agreed by and between the parties hereto as follows:

1. NOCCCD possesses a non-exclusive license from Endeavor that authorizes NOCCCD to share the use of the Cataloging/Authorities, Circulation/Course Reserve, Acquisitions/Serials Control, Web Voyage, Z39.50 Client and Server, Media Booking Module, Interlibrary Loan, and Universal Borrower systems with CCCD.
2. NOCCCD will provide on-line services to Voyager to CCCD according to published hours of operation.
3. NOCCCD will process all related on-line and batch programs related to Voyager.
4. All on-line processing required, other than the hours in item 2, and any request for special handling which involves overtime, will be charged at the overtime rate plus 38% for fringe benefits. All overtime must be

approved verbally by an authorized official of CCCD prior to it being worked, and confirmed in writing by a representative from CCCD to the NOCCCD District Director of Information Services.

5. NOCCCD will provide needed enterprise server and personal computer support for latest revisions to Voyager.
6. CCCD will provide representation from each library involved on the Cal West Library Consortium, including the Automated Library Administrator's Committee. The responsibility of Chair for the consortium is assigned on a rotating basis between CCCD and NOCCCD. ALAC will create committees and work groups as necessary to provide necessary recommendation for support and upgrades to the system. Library staff from NOCCCD and CCCD will be assigned to the committees and work groups as required.
7. Labor involved for specialized programs for CCCD, which would include analysis, writing, and testing of new programs, will be charged at an hourly rate plus 38% fringe benefits. NOCCCD will provide in writing an estimated cost, and must have prior written approval from CCCD before analysis or programming work would be done.
8. As requested and approved by ALAC, additional modules or technology upgrades may be added to Voyager or other library systems and the cost will be negotiated with CCCD for additional support and implementation costs.

PRODUCTION

1. All computer hardware purchased for location at CCCD becomes the sole property of CCCD. All computer hardware purchased for location at NOCCCD becomes sole property of NOCCCD.
2. Maintenance on all computer hardware needed for the system and located at CCCD, will be maintained by NOCCCD per the NOCCCD In-House maintenance program.
3. If additional equipment is purchased by CCCD, the price for maintaining the equipment will increase accordingly. NOCCCD will notify CCCD in writing if this occurs.
4. NOCCCD personnel will make recommendations on locating of all computer hardware.
5. With the advice of NOCCCD, all computer furniture to be used at CCCD locations shall be furnished by CCCD, at no expense to NOCCCD.
6. On-going user training for operation of computer hardware and Voyager software to be provided by NOCCCD, by NOCCCD staff and CCCD staff, as agreed upon by NOCCCD personnel and CCCD personnel.
7. Delivery of all batch reports to CCCD is the responsibility of CCCD. Cost of mail delivery will be charged to CCCD.
8. Information Services procedures must conform to those developed by the NOCCCD Information Services Department. If deviations to procedures result in labor and materials costs, they shall be paid by CCCD.

9. CCCD agrees to pay NOCCCD One hundred sixty seven thousand one hundred fifty seven dollars, (\$167,157) per fiscal year beginning July 1, 2002 on an ongoing annual basis until canceled by CCCD with a written (1) one fiscal year notice. Payment is due on a quarterly basis to be billed on October 10, January 10, April 10, and June 10. Any payment due for additional services slated in items 1,2,7, and 8 will be billed on a quarterly basis. Payment for additional services is due thirty (30) days after invoice.
10. Beginning July 1, 2002 and continuing for each 12 month period thereafter the annual fee shall be increased or decreased, if applicable, by the percentage increase or decrease of the Consumer Price Index for all Urban Consumers applicable to the Los Angeles-Anahcim-Riverside area published by the U.S. Department of Labor, Bureau of Labor Statistics sub-group "all items (1967-100)" ("Index") then in effect, over the index that was in effect at the commencement of the immediately preceding 12 month period; provided however, that in no event shall the increase or decrease in the annual fee, as adjusted, be greater than 7% of the annual fee payable for the 12 month period immediately preceding said adjustment and in no event shall said annual fee decrease below the original annual fee effective on the commencement date of this agreement.
11. The contract is on an ongoing annual basis beginning July 1, 2002. This agreement will remain in effect from July 1, 2002 until canceled by CCCD with a written (1) one fiscal year notice. Any amendments to this agreement made after July 1, 2002 must be mutually agreed upon by both parties.

COAST COMMUNITY COLLEGE DISTRICT

BY: *Cheryl Kuhlert* DATE: 6/17/02

TITLE: _____

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: WG *Barney Thomas* DATE: 7/3/02

TITLE: _____