

Amended and Restated

Agreement for Integrated Library System (ILS) Services

This Agreement ("Agreement") is entered into as of October 1, 2025 (the "Effective Date") by and between the Sonoma County Library ("Provider"), with its principal office located at 6135 State Farm Drive, Rohnert Park, CA 94928, and the Mendocino County Library ("Recipient"), with its principal office located at 105 North Main Street, Ukiah, CA 95482. Provider and Recipient are referred to individually as a "Party" and collectively as the "Parties."

1. Background

Effective October 31, 1996, the Recipient entered into an agreement with the Provider to supply the Recipient's library system with access to the Provider's automated integrated library system ("ILS") and related technical services. The ILS initially included a circulation control system, an online public access catalog ("OPAC"), and additional software modules. At present, the Provider continues to supply ILS access and services to the Recipient's six library locations and one bookmobile.

Since the contract's inception, no amendments to its terms or language have been made. However, the technology and support services related to the ILS have undergone significant changes. After twenty-eight (28) years, the Parties seek to renew their desire to continue the original agreement while more accurately reflecting the technology and support services currently provided. Therefore, the Parties adopt this Amended and Restated Agreement for Integrated Library System (ILS) Services to provide in its entirety as follows:

2. Services Provided

Provider agrees to provide Recipient access to and use of its Integrated Library System ("ILS"), including but not limited to the following core modules and services:

2.1 Circulation services: patron and material discovery, materials lending, patron holds, patron notifications

2.2 Cataloging services: authority control, original cataloging, collection and item classification

2.3 Acquisition services: purchase orders, funds, vendors, invoices

2.4 Administrative and report functionality: annual statistics, cash management, collection maintenance reports

The ILS is hosted and maintained by the Provider, and the services will be provided in accordance with the terms and conditions of this Agreement.

3. Ownership and Compensation

3.1 The Provider holds the contract with the third-party software vendor for the ILS.

3.2 The Recipient shall pay the Provider an annual fee based on the total system usage cost, which is determined by the software licensing costs. This fee will be calculated according to the Recipient's percentage of ILS usage relative to the total system usage over the last three fiscal years as of July 1 each year. System usage is determined by the combined percentages of patrons, circulation, and items held in the ILS, as detailed in Attachment A. ILS system usage

costs will be reviewed and adjusted annually as necessary based on the ILS vendor's annual quote provided to the Provider.

3.3 In addition to the usage-based fee, Recipient shall pay a baseline fee of \$1,500 per location annually to cover services from the Provider. Those services include:

- System Administration: maintenance, creating new collections, writing custom scripts, modifying existing locations
- Report Generation: creating annual, cash management, collection maintenance, statistical analysis
- Cataloging: original cataloging for unique materials, troubleshooting existing title and item records, custom requests
- Patron Holds and Overdue Notifications: email, paper, SMS, phone
- Training Services

3.4 Payment shall be billed annually and made within thirty (30) days of receiving an invoice from Provider. The invoice will include a detailed statement of the ILS actual costs as provided by the vendor.

3.7 If a new ILS is selected, the recipient will be responsible for paying a portion of the implementation fees. This portion will be determined based on the recipient's percentage of ILS usage compared to the total system usage over the last three fiscal years, calculated as of July 1 of the new ILS contract.

4. Term and Renewal

4.1 The initial term of this Agreement shall be for one (1) year, commencing on the Effective Date.

4.2 This Agreement shall automatically renew for successive one-year terms unless either Party provides written notice of its intent not to renew at least one hundred twenty (120) days prior to the expiration of the then-current term.

5. Responsibilities of the Parties

5.1 Provider Responsibilities:

- Maintain and update the ILS to ensure its proper functionality
- Provide training and support to Recipient's staff as necessary on a train the trainer basis
- Provide additional training upon Recipient's request
- Generate and share system usage reports with Recipient to determine payment calculations
- Support and administer the ILS system, including regular updates, troubleshooting, and communication with the ILS vendor
- Assume responsibility for the selection and procurement of any new ILS software, ensuring compatibility with the existing library operations and needs

5.2 Recipient Responsibilities:

- Ensure its staff is trained to use the ILS modules
- Use the ILS in accordance with any guidelines or policies provided by the Provider
- Make timely payments in accordance with Section 2
- Provide and maintain its own computer equipment and internet access necessary for using the ILS

6. Confidentiality

6.1 The Parties agree to maintain the confidentiality of all library patron information contained within the ILS in accordance with applicable privacy laws and regulations.

6.2 Neither Party shall disclose or permit access to patron information to any third party without prior written consent, except as required by law.

7. Reciprocal Borrowing

7.1 The Parties agree to allow reciprocal borrowing privileges for their respective library patrons. Patrons from each Party may borrow materials from the other Party's collection, subject to the borrowing policies of the lending library.

7.2 The Parties will coordinate to ensure timely updates of borrowing records within the ILS to maintain accuracy and accountability.

8. Termination

Either Party may terminate this Agreement: (a) Upon material breach by the other Party, if the breach is not cured within ninety (90) days of written notice. (b) For convenience, with one hundred twenty (120) days written notice prior to the expiration of the current term.

9. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, liabilities, demands, costs, losses, damages, or expenses, including without limitation court costs and reasonable attorneys' fees, arising out of its own negligence or willful misconduct in connection with this Agreement.

10. Limitation of Liability

In no event shall either Party be liable to the other for any indirect, incidental, consequential, or punitive damages arising from this Agreement.

11. Dispute

In the event that any dispute arises between Provider and Recipient in connection with this Agreement, such dispute shall be brought before the Sonoma County Library Commission for their consideration and recommendation as to resolution. Neither party shall proceed with court action until the Sonoma County Library Commission has had an opportunity to review the dispute.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue occurring in Sonoma County.

13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

14. Amendments

This Agreement may be amended only in writing signed by both Parties.

15. Severability

In the event that any term or provision of this Agreement is found to be invalid or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

16. Notices

All notices required or permitted under this Agreement shall be in writing and deemed to have been duly given on: (1) the date of service if personally served on the Party to whom notice is to be given, (2) the business day following the date of deposit with a next business day courier service, or (3) the second day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid addressed at the Party's address stated above. Either Party may change its notice address or addresses by submitting a notice in writing notifying the other Party of such new address.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Sonoma County Library

By: Erika Thibault

Name: Erika Thibault

Title: Library Director

Date: 10/09/25

Mendocino County Library

By: See signature page

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 10/9/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: 862189

Org/Object Code: LB/LBALL

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: [Signature]
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/05/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 11/05/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 11/05/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 10/09/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
SIGNATURE

Date: 10/09/25

NAME AND ADDRESS OF CONTRACTOR:

Sonoma County Library

6135 State Farm Drive

Rohnert Park, CA 94928

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 10/09/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 10/09/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

ATTACHMENT A

Fiscal Year 2024-2025 Cost Sharing Example

Description	Amount	Library			
Annual quote for SirsiDynix	\$ 166,588.46	SCL, Lake and Mendocino			
BiblioCommons Web SDK	\$ 4,675.67	SCL			
BC Mobile	\$ 5,141.44	Mendocino			
Total 1 yr renewal with SirsiDynix	\$ 176,405.57				
Numbers based upon a \$176,405.55 1yr renewal with SirsiDynix					
	Lake	Mendo	Partner Totals	SCL	Total
	8.8%	13.00%	21.8%	78.2%	100.0%
System usage	\$ 14,659.78	\$ 21,656.50	\$ 36,316.28	\$ 130,272.18	\$ 166,588.46
Location Support	\$ 9,000.00	\$ 10,500.00	\$ 19,500.00		\$ 19,500.00
BC Mobile		\$ 5,141.44	\$ 5,141.44		\$ 5,141.44
Web Services SDK for BiblioCommons				\$ 4,675.67	\$ 4,675.67
Annual Cost	\$ 23,659.78	\$ 37,297.94	\$ 60,957.72	\$ 134,947.85	\$ 195,905.57
					\$ -
FY25 Costs for County Partners	\$ 35,404.13	\$ 43,342.13	\$ 78,746.26		\$ 78,746.26
Difference from FY25 to FY 26	\$ (11,744.35)	\$ (6,044.19)	\$ (17,788.54)		\$ (17,788.54)