

**A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNCIL OF CHIEF LIBRARIANS, CALIFORNIA COMMUNITY COLLEGES AND THE  
COMMUNITY COLLEGE LEAGUE OF CALIFORNIA FOR THE LIBRARY CONSORTIUM PROGRAM**

This Agreement ("Agreement") is entered into between Community College LEAGUE of California ("LEAGUE"), a California nonprofit public benefit corporation, and the Council of Chief Librarians, California Community Colleges ("CCL"), a California nonprofit public benefit corporation, for the purpose of replacing the existing Memorandum of Understanding of April 30 and May 3, 2003 (" ... to jointly establish, implement and manage a library information resources information program ... ") with a revised and expanded agreement to jointly establish, implement and manage a library services consortium ("CONSORTIUM").

**RECITALS**

A. LEAGUE is a California nonprofit public benefit corporation, tax exempt under Internal Revenue Code Section 501(c)(3). Part of LEAGUE's charitable purpose is to provide assistance to organizations working to improve California community colleges.

B. LEAGUE has gained certain experience, knowledge, and personnel to partner with CCL to manage the revenues and expenses associated with the CONSORTIUM.

C. LEAGUE has also gained certain experience, knowledge, and has the personnel to partner with CCL to manage and operate the CONSORTIUM.

D. The purpose of the Council of Chief Librarians, California Community Colleges is to represent, promote and advance libraries in public California community college education; to provide a vehicle for communication, discussion and collaboration among libraries; to provide opportunities for professional development, training and leadership development for library leaders and other librarians; and to support data collection, analysis and dissemination for the purpose of good public policy development.

E. CCL is a California nonprofit public benefit corporation, tax exempt under Internal Revenue Code Section 501(c)(6).

F. LEAGUE's board of directors, has deemed CCL, its mission and purposes, and its Annual Conference to be consistent with its own exempt purposes, and is willing to partner with CCL to establish and operate the CONSORTIUM, and more specifically to provide administrative management and support to CONSORTIUM, including such activities as are required to appropriately receive and record the receipt of income ("Funds") as well as to pay expenses of CONSORTIUM ("Expenses") for the benefit of and use by CONSORTIUM to implement its purposes.



## AGREEMENT

1. This Agreement shall replace the Memorandum of Understanding, dated April 30 and May 3, 2003, on September 8, 2020, and shall continue indefinitely until terminated by either party upon the giving of six (6) months' written notice to the other party.

2. The following persons are authorized to represent CCL: CCL President and CCL Executive Director. CCL may change its representatives with prior written notice to LEAGUE.

3. The following persons are authorized to represent LEAGUE: Chief Executive Officer, Chief Operations Officer (or designee), Library Consortium Director.

4. LEAGUE agrees to receive Funds on behalf of CONSORTIUM, and to make these Funds available to CONSORTIUM as provided in this Agreement. LEAGUE will maintain Funds in the LEAGUE's bank accounts in LEAGUE's name but maintained for the purpose of operating CONSORTIUM under this Agreement. The CONSORTIUM account shall be segregated on the books of LEAGUE but shall not earn interest and shall remain subject to the general creditors of LEAGUE. LEAGUE shall maintain all books and financial records for Funds and Expenses in accordance with generally accepted accounting principles.

5. LEAGUE agrees that all Funds and Expenses will be reported for federal tax purposes as funds and expenses of LEAGUE in support of CONSORTIUM.

6. LEAGUE will employ and/or enter into consultant contracts with, all persons who LEAGUE deems necessary to perform the Administrative Services services for CONSORTIUM under this Agreement, on such terms and conditions as LEAGUE shall determine, including personnel to support the Conference. LEAGUE will be responsible for all income and payroll tax withholding, and reporting for all non-1099 employees.

7. LEAGUE will keep and maintain accurate, complete, and separate Funds and Expenses records in accordance with generally accepted accounting principles, showing all CONSORTIUM assets, liabilities, income, and expenditures. LEAGUE will prepare monthly cash basis and fiscal year-end accrual basis balance sheets and income/expense statements for delivery to CONSORTIUM within thirty (30) days after the close of the period. CONSORTIUM, through its authorized representatives, may inspect any Funds and Expenses records at any reasonable time with the consent of LEAGUE, which consent will not be unreasonably withheld. LEAGUE, through its authorized representatives, may inspect any CONSORTIUM records, and may require CONSORTIUM to turn over any such records. CONSORTIUM will provide all information and prepare all reports, including interim and final reports.

8. Both parties agree not to use funds received from CONSORTIUM in any way which would jeopardize the tax-exempt status of either party. Both parties agree to comply with any written request that it cease activities that might jeopardize its tax-exempt status, and further agrees that LEAGUE's obligation to make funds available to it is suspended and this Agreement shall be terminated in the event that it fails to comply with any such written request. No portion of the



Funds shall be used in any attempt to influence legislation, except for lobbying expenditures approved in advance by LEAGUE as set forth on the attached Exhibit B. No portion of the Funds shall be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, induce or encourage violations of law or public policy, cause private inurement or improper private benefit to occur, support terrorist activities, terrorist organizations or individuals who engage in or support terrorist activities, or take any other action inconsistent with qualification under Section 501(c)(3) of the Code.

9. CCL hereby waives, and releases LEAGUE from, any and all claims against LEAGUE arising in connection with this Agreement unless such claims reasonably assert gross negligence or willful misconduct on the part of LEAGUE. CCL agrees to indemnify and hold LEAGUE (and its directors, officers, and employees) harmless from any and all claims, liabilities, losses, damages, costs and expenses (including reasonable counsel fees) from or related to CCL's operations.

LEAGUE hereby waives, and releases CCL from, any and all claims against CCL arising in connection with this Agreement unless such claims reasonably assert gross negligence or willful misconduct on the part of CCL. LEAGUE agrees to indemnify and hold CCL (and its directors, officers, and employees) harmless from any and all claims, liabilities, losses, damages, costs and expenses (including reasonable counsel fees) from or related to LEAGUE's operations.

10. Both parties shall carry a minimum of One Million Dollars (\$1,000,000.00) in commercial general liability, event, and other insurance for each occurrence Bodily Injury/Property Damage liability, combined single limit, including contractual liability and personal injury protecting itself and naming LEAGUE and CCL respectively as ~~an~~ additional insureds against any claims arising from any activities.

11. LEAGUE agrees to notify CCL of any change in its tax-exempt status and similarly CCL agrees to notify LEAGUE of any change to its tax-exempt status.

12. This Agreement contains the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Any change, modification, or waiver must be in writing and signed by both parties.

14. Neither party will assign any of its obligations or duties under this Agreement without the prior written consent of the other. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties.

15. The parties agree that Sacramento, California, is the exclusive venue for actions relating to this Agreement. For all purposes related to this Agreement, the parties hereby consent to personal jurisdiction in the state courts in and for the state of California. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California.

16. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.



17. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

18. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position.

The parties have caused their duly authorized representatives to execute this Agreement effective on its commencement date.

Community College LEAGUE of California, a  
California nonprofit public benefit corporation:

By:   
Name: Lisa Mealoy  
Title: Chief Operating Officer

Council of Chief Librarians, California Community Colleges, a  
California nonprofit public benefit corporation:

By:   
Name: Gregg T. Atkins  
Title: Executive Director

**Appendix A -****PROVISION TO HIRE LIBRARY CONSORTIUM DIRECTOR**

LEAGUE and CCL agree to hire a full-time Library Consortium Director. This position will be an employee of LEAGUE and overseen by the LEAGUE staff member designated by the LEAGUE Executive Director. CCL reserves the right to participate in the selection process and to agree with selection of individual to be hired; CCL will be consulted concerning salary agreements with said hire.

All costs related to the employment and work of the Library Consortium Director will be covered by LEAGUE using funds received through funding provisions established in Appendix B.

The current job description is attached to this Appendix, and has been agreed to by CCL and LEAGUE. Changes, revisions or other alterations must be approved by both parties and any new job description will be attached to this Appendix.



## **Appendix B –**

### **FUNDING PROVISIONS FOR CONSORTIUM ACTIVITIES**

LEAGUE and CCL shall recover overhead and operational costs for any programs operated by CONSORTIUM using methods, formulas, processes, etc. specific to each program as described below.

1. Database purchasing program overhead and operational costs shall be recovered by adding a surcharge amount to the negotiated price of each resource offered.
  - a) CCL and LEAGUE have fixed the surcharge formula to be between 0-7%. Any change in formula or surcharge in excess of 7% must be agreed to by both parties.
  - b) CCL and LEAGUE may jointly agree to reduce or waive surcharge amount for any specific resource if circumstances require. Should both parties agree to waive the surcharge, neither party will receive revenue from that resource.
  - c) The allocation formula to distribute surcharge income between CCL and LEAGUE is hereby set at
    - 1% of the total revenue charged by the vendor (minus any vendors for which no surcharge is applied) to CCL, and
    - Remaining surcharge will be remitted to LEAGUE.
  - d) CCL's share of surcharge income shall be delivered no later than Dec.15 of each year for first cycle, and June 15 of each year for second cycle.
  - e) CCL shall be responsible for organization, operation and financial support of any working committees which may be established to help carry out the Database Purchasing Program. CCL will also be responsible for provision of events, activities and programs which support awareness of and participation in the CONSORTIUM.
  - f) LEAGUE shall provide CONSORTIUM with a library consortium management platform for the management of subscriptions. The costs for purchasing and maintaining the platform shall be the responsibility of the LEAGUE.
2. Library Services Platform program overhead and operational costs shall be recovered in fees paid by participants by adding an amount to the annual FY budget for the LSP.
  - a) CCL and LEAGUE agree to an amount equal to 2% of annual FY budget (regardless of sources of funds).
  - b) Any change in formula must be reviewed by LSP Governance Committee and agreed to by CCL and LEAGUE.
  - c) Nothing shall constrain efforts by CONSORTIUM to obtain grants, gifts or other sources of no-cost funding to reduce fees to participants.

- d) LEAGUE shall provide CONSORTIUM with a library consortium management platform for the management of FEES PAID BY COLLEGES. The costs for purchasing and maintaining the platform shall be the responsibility of the LEAGUE.



**Appendix C –**  
**DATABASE PURCHASING PROGRAM**

LEAGUE and CCL agree to the following policies, practices and procedures for the operation of the Database Purchasing Program by the CONSORTIUM:

1. LEAGUE will be responsible for program management including:
  - a. establishing, negotiating and managing vendor contracts
  - b. managing the subscription sales process including ongoing communications with librarians and colleges
  - c. managing accounts payables and receivables, including collections
  - d. managing the library consortium management platform and ensuring that it is current and accurate.
  - e. include the CONSORTIUM on LEAGUE website and at conferences and other marketing opportunities deemed appropriate by LEAGUE and CCL.
  - f. provide support for the attendance of CONSORTIUM staff mutually deemed necessary at CCL, state or national conferences, subject to the approval of LEAGUE staff assigned to the oversight of the CONSORTIUM.
  - g. communications with committees and subcommittees
2. CCL will be responsible for supporting the work of the Database Purchasing Program through the work of its CCL-EAR Committee. Any and all costs for the work of the CCL-EAR Committee are the sole responsibility of CCL.
3. CONSORTIUM's Library Consortium Director serves as an *ex officio* member of the CCL Board of Directors.



## **Appendix D –**

### **LIBRARY SERVICES PLATFORM PROGRAM**

LEAGUE and CCL agree to the following policies, practices and procedures for the operation of the Library Services Program by the CONSORTIUM:

1. Annual costs for each fiscal year, which serve as the basis for setting fees to be paid by colleges, shall be adopted no later than March 31 of each year.
  - a) A preliminary budget using the budget categories attached to this Appendix will be developed and approved by the LSP Governance Committee no later than March 15 of each year.
  - b) LEAGUE and CCL will review preliminary budget and act to approve the final budget.
2. The LSP Governance Committee as chartered by the CCCCO for the LSP project will continue to operate to represent the interests of CCC stakeholders; to address budget, policy and policy matters pertaining to the operations of the LSP program; and, to oversee and direct the activities and work of any workgroups. Any and all costs for the work of the LSP Governance Committee are to be covered in the annual budget.
3. At the discretion of CCL, its LSP Task Force will continue to operate as a planning and development group working with CONSORTIUM staff with responsibilities for the LSP program. Any and all costs for the work of the LSP Task Force are the sole responsibility of CCL.
4. All matters related to vendor contracts, vendor relations and vendor support are to be handled by CONSORTIUM in consultation with LEAGUE and CCL. Appropriate involvement and engagement with LSP Task Force and LSP Governance Committee on such matters is expected.



## **LSP BUDGET CATEGORIES**

1. Ex Libris annual subscription costs; other subscription costs if any
2. Staff
  - a. Program Manager 1.0 Full-Time
  - b. NZ Coordinator / Other 1.0 FTE
  - c. Specialists
3. Computing equipment and general supplies
4. Professional development and ongoing training
5. LSP Governance Committee
6. Meetings, conferences and travel
7. Legal and/or negotiating expenses
8. 2% overhead and operations fee