# **April 22, 2013**

# AGREEMENT TO PROVIDE AUTOMATION SERVICES TO THE COLLEGE OF MARIN LIBRARY AS AN AFFILIATE PARTNER OF THE MARIN AUTOMATED RESOURCES AND INFORMATION NETWORK

THIS AGREEMENT is made and entered into as of the 16th day of July, 2013, by and between the MARIN AUTOMATED RESOURCES AND INFORMATION NETWORK, a Joint Powers Authority, (hereinafter "MARINet") and MARIN COMMUNITY COLLEGE DISTRICT (hereinafter "College of Marin") for the benefit of the Library (hereafter "College of Marin Library").

WHEREAS, MARINet and College of Marin are legally authorized to enter into intergovernmental agreements for services; and

WHEREAS, College of Marin has governance authority over the College of Marin Library; and

WHEREAS, MARINet and College of Marin are interested in cooperating to their mutual advantage through centralization of, and the sharing of costs for, library automation services; and

WHEREAS, MARINet owns an integrated library (ILS) automation system capable of providing library automation services to College of Marin; and

WHEREAS, College of Marin is desirous of contracting with MARINet for library automation services; and

WHEREAS, MARINet is qualified to perform such services;

NOW, THEREFORE, MARINet AND COLLEGE OF MARIN MUTUALLY AGREE as follows:

# SECTION 1.0 DUTIES AND RESPONSIBILITIES

Upon College of Marin's payment of the fees as set forth in Section 10, 11, and Exhibit B, attached hereto, College of Marin shall become an Affiliate Partner of MARINet during the term of this agreement. The College of Marin and MARINet agree to perform the services described in Exhibit A attached hereto and incorporated herein by reference.

# **SECTION 2.0 DEFINITIONS**

Unless the context otherwise requires, the words and terms defined herein shall, for the purpose of this Agreement, have the meaning specified below.

# 2.1 Acquisitions

Acquisitions means the software module used to automate the processes of acquiring library materials, including, but not limited to, establishing and maintaining accounts with vendors, ordering, receiving, claiming, fund accounting and reporting on these and related processes.

#### 2.2 Affiliate Partner

Affiliate Partner means those libraries that contract directly with MARINET for library automation services, but are not MARINet members, and do not have voting rights.

# 2.3 Central site equipment

Central site equipment means any and all computers or devices required for daily operation or backup. This shall include processors, controllers, disk drives required for online operation or backup, tape drives required to load data or provide backup, printers used at the central site and system operator workstations. As well as other computers or equipment (e.g. gateway server) that works in conjunction with the server for the purpose of accessing other databases.

#### 2.4 Circulation control

Circulation control means the software module used to automate the processes of loaning and retrieving library materials, including, but not limited to, maintaining records of registered patrons, recording and controlling loans of library materials, and tracking fines, overdues, and patron hold requests. The subsystem also provides the means to generate notices to patrons, including but not limited to, overdue notices and hold notices.

# 2.5 Database

Database means the machine-readable fields of bibliographic, item, patron and transaction records created and stored by the system.

# 2.6 Database management

Database management means the software module used to provide a means in the database of creating and maintaining bibliographic records and their associated item records.

# 2.7 Fiscal year

Fiscal year means the period from July 1 to and including the following June 30.

#### 2.8 ILS

ILS refers to the integrated library system, which is a set of fully integrated software modules used to automate library processes, including circulation, cataloging, acquisitions, serials control, database maintenance and the public access catalog.

# 2.9 Library director

Library director means the head librarian who is officially charged by a legal governing entity such as a County Board of Supervisors, a city council or other governing body

to oversee and direct library service for that entity's library or library jurisdiction. For example, for the Marin County Free Library, that person is the Director of County Library Services.

#### 2.10 Machine-readable

Machine-readable means information in a form that can be directly assimilated by computer input equipment.

# 2.11 MARC

MARC means machine-readable cataloging.

#### 2.12 MARINet

MARINet stands for Marin Automated Resources and Information Network, and refers to the consortium of libraries under the 1997 Joint Exercise of Powers Agreement, and which seeks to provide various library services cooperatively, and to jointly own, operate, maintain, and manage an online library system.

# 2.13 MARINet Board

MARINet Board means the Library Director or designee from each MARINet member library and each affiliate partner library.

#### 2.14 MARINet Libraries

MARINet Libraries means those members who are signatories to the Joint Exercise of Powers Agreement and the Affiliate Partner libraries.

#### 2.15 MARINet Staff

MARINet Staff means those employed by MARINet to run the system.

#### 2.16 Modules

Modules means the subsystems within the system software that allow the library to perform automated tasks.

# 2.17 Online databases

Online databases means the machine-readable files of information whether locally produced or licensed from a commercial vendor that are loaded onto the system or accessed via a telecommunications network can be researched by a user of the online public access catalog.

# 2.18 Online public access catalog

Online public access catalog means the software module designed to be used by the public and staff of the library to search the database of bibliographic and item records.

# 2.19 Peripheral equipment

Peripheral equipment means the terminals, personal computers, printers, or barcode readers connected to the system.

#### 2.20 Record

Record means all the machine-readable information kept about one title, item or patron that is arranged and stored in files on the system.

# 2.21 Serials control

Serials control means the software module used to automate the processes of acquiring and controlling materials issued in successive parts including but not limited to, establishing and maintaining accounts with vendors, ordering, receiving, claiming, fund accounting and reporting on these and related processes.

#### 2.22 Services

Services means all applicable work and arrangements needed to provide the automation system described in the agreement to a contracting library jurisdiction.

# 2.23 Software

Software means the machine-readable programs, routines, codes and other information provided by the vendor for use with the central site equipment or other types of hardware.

# 2.24 Supplies

Supplies means the paper, ribbons, notice stock, envelopes, forms, barcode labels or other consumable items used in conjunction with operating or accessing the system.

# 2.25 System(s)

System(s) means the central site equipment, the license to use the software and machine-readable files created as a result of the use of the software.

# 2.26 User input

User input means the method by which MARINet solicits input from affiliate partners when determining the rules under which the system shall be operated, the services that shall be provided and the way the libraries shall cooperate and share the system.

# 2.27 Vendor

Vendor refers to the third party provider of the ILS, including the license to use the software, hardware and system maintenance.

# SECTION 3.0 TERM OF AGREEMENT

The term of this Agreement is three (3) years beginning <u>July 16, 2013</u> and may not be terminated except under the provision of Section 17 Termination. Unless terminated by either

party under Section 17 (Termination) and Section18 (Notice), this Agreement continues from year to year thereafter.

#### SECTION 4.0 OWNERSHIP

MARINet has full title to the System, which is composed of the central site equipment and all peripheral equipment used with it. MARINet and each participating user, including College of Marin, shall each independently own their own bibliographic, item and patron records contained within the database to the extent that the system can identify these records. Title to all peripheral equipment purchased for use by the College of Marin Library shall be held by College of Marin.

The System shall be used by the MARINet libraries and all Affiliate Partners. MARINet shall determine whether to provide similar services to other libraries. Such determination shall be made by the voting members of the MARINet Board. Any library provided such services shall be required to pay costs, as determined by the Cost Sharing Formula in Exhibit B. If MARINet provides automation services to other libraries, MARINet will notify the affiliate partners. MARINet shall also require these other libraries to conform to the operating standards and the respective duties and responsibilities described in Exhibit A.

# SECTION 5.0 DECISION MAKING

# 5.1 MARINet Board of Directors

College of Marin understands that as an Affiliate Partner, it shall be part of the MARINet Board, which is composed of the library directors of each JPA member library, and the library director of each Affiliate Partner. The Board is responsible for advising MARINet on overall policy decisions regarding cost formula issues, issues of vendor compliance, system and software upgrades, future functional acquisitions, committee recommendations and other major issues, including adding other libraries. College of Marin agrees that as an Affiliate Partner, it shall attend Board meetings, and is encouraged to participate in discussion, but that it shall have no voting rights. MARINet agrees that it will endeavor to make reasonable decisions that do not place an undue financial burden on Affiliate Partners.

# 5.2 System Policies

College of Marin will make a good faith effort to conform, as much as possible, to the standards and procedures agreed upon by the MARINet Board, through its work with its committees and staff.

#### SECTION 6.0 AVAILABILITY OF ILS

MARINet agrees to make its ILS available to the College of Marin Library. College of Marin understands that the ILS is maintained by a third party vendor. Any specific abilities of each component of the ILS are defined by the vendor documentation of that third party vendor. The availability of all modules shall be contingent on the contract with the vendor and

vendor performance. College of Marin agrees that MARINet shall not be liable nor have any responsibility for vendor non-performance, and College of Marin further agrees that it shall not hold MARINet responsible for any act or omission related to the performance or non-performance of the ILS. Further, College of Marin agrees to cooperate with any attempts by MARINet to seek appropriate redress from vendor, if appropriate, but such cooperation shall not be construed to constitute a direct financial commitment.

#### SECTION 7.0 SERVICE AVAILABILITY

MARINet, through its contracts for hardware and software maintenance, shall maintain the equipment to provide for minimal downtime, excluding communications lines. The parties agree that no liability related to the maintenance or software shall be assumed by MARINet. The parties recognize that on occasion it may be necessary to temporarily suspend system availability because of operational or maintenance requirements. MARINet agrees to provide College of Marin with reasonable prior notice of system unavailability except for unavoidable downtime with system failure, if it will affect library operations and/or business hours. MARINet further agrees to make every effort to schedule maintenance when libraries are not open. Such temporary suspension of system availability shall not be deemed an unreasonable prevention or postponement of system use by College of Marin.

#### **SECTION 8.0 MAINTENANCE**

# 8.1 Hardware

MARINet shall maintain an annual maintenance contract on all central site equipment with a third-party vendor.

# 8.2 Software

MARINet shall maintain a software maintenance contract with a third-party vendor at all times.

# 8.3 Communications Networks

College of Marin recognizes that MARINet does not control, therefore cannot warrant, the communication networks used to communicate data from a remote site to the central servers.

# 8.4 Interruptions of Service or Loss of Data

MARINet will regularly duplicate all data maintained in the system database and store such duplicate copies of disks in a location physically apart from the site of the central system. There is the chance, however remote, that some or all of the data may be lost or destroyed. MARINet does not warrant that such a data loss will not occur, and College of Marin agrees to hold MARINet and its employees and agents harmless for any loss of College of Marin data resulting from any unintentional or negligent act or omission on the part of MARINet.

#### SECTION 9.0 COST FORMULA

The cost to College of Marin is determined by the composite percentage among MARINet, College of Marin and all affiliate partners. The agreed upon formula developed by the library directors of the initial members is detailed in Exhibit B attached hereto and incorporated herein. This formula is designed to reimburse MARINet for the true costs of all services rendered to College of Marin and all affiliate partners. Such formula is subject to annual review. Any modifications of the formula shall have a prospective effective date of July 1. If, upon the advice of the MARINet Board of Directors, the method of allocation of the cost formula is modified, the MARINet Board of Directors shall give notice to College of Marin by October 1 of the calendar year preceding the July 1 effective date.

If the implementation of any replacements, enhancements, or expansions to the system would cause an increase in a party's share of expense of 15% or greater than the previous year, then that party shall have the option to negotiate for a different level of service from MARINet, provided that such a different level of service would not degrade the overall system and the reasonable staff costs of MARINet to effectuate that change would be borne by that party.

#### SECTION 10.0 PAYMENTS

Payment of the initial buy-in fee as detailed in Exhibit B is due on signing of the contract.

MARINet shall invoice all members and affiliate partners on an annual basis for shared and tiered costs. If MARINet makes any purchase at College of Marin's request, MARINet shall invoice the member when the product has been received. All payments shall be made within 45 days of the invoice date.

# **SECTION 11.0 COST ALLOCATION**

College of Marin recognizes that substantial capital investment has been made by MARINet in acquiring the necessary system hardware, software and peripherals and these acquisitions are necessary for College of Marin to participate effectively as an integral part of this system. College of Marin further recognizes these acquisitions are made in the contemplation that College of Marin shall remain participating and an integral unit of this system for the initial three-year term of this Agreement. In contemplation of the hardship which will be incurred by MARINet if College of Marin terminates this Agreement after MARINet has invoiced College of Marin its annual cost allocation, it is agreed by the parties that College of Marin shall remain responsible for that payment of the cost allocation as specified under Section 9.0 – Cost Formula less any savings to MARINet occasioned by the reduction of service to College of Marin.

# SECTION 12.0 CORRECTIVE AND REMEDIAL MEASURES

Whenever any party believes that another party has committed a remediable breach of any material obligation set forth in this Agreement, it shall give written notice of the alleged breach to the other party, setting forth with reasonable specificity the nature of the alleged breach. The party receiving such notice shall use its best efforts to promptly remedy the breach

and (1) shall inform the party giving written notice of the nature of the remedial actions planned and taken, or (2) shall respond to any such notice, with an explanation that sets forth reasonable cause of the breach. When a breach does exist that will not be remedied within thirty (30) days or if a breach requires more than 30 days to remedy and the party does not commence the remedy within 30 days after the party received written notice of it, the parties agree to enter into mediation to resolve the dispute. If mediation does not resolve this dispute, the party giving the notice shall be entitled to seek appropriate relief under this Agreement or otherwise under the law, which includes without limitation, termination of the terms of the agreement without liability for that termination. Until such time as the issue is resolved, MARINet reserves the right to "lock out," specific operators or terminals when substantial system damage is occurring, or the security and/or confidentiality of the database is breached.

# SECTION 13.0 UNFORESEEN CIRCUMSTANCES

MARINet shall not be responsible for any delay beyond the time named for performance of MARINet's contract with any vendors when such delay is caused by a natural disaster, war, civil disturbance, labor dispute, or other cause beyond MARINet's reasonable control, provided MARINet gives written notice to College of Marin of the cause of the delay within ten (10) days of the start of the delay. In the event the need for services provided for herein is terminated by a natural disaster, war, civil disturbance, labor dispute, or other cause beyond College of Marin reasonable control, College of Marin shall only be responsible for payment for services actually received prior to said event and those specified in Section 17 – Termination.

# SECTION 14.0 INDEMNIFICATION AND HOLD HARMLESS

Each party shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing board, officers, agents, employees, and volunteers from and against any and all liability, demands, losses, damages, claims, settlements, expenses, and costs including, without limitation, attorney's fees, (collectively, "Liability") arising out of or in connection with the party's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or intentional or willful misconduct of the other party.

#### SECTION 15.0 NONDISCRIMINATION

Both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate on the basis of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

#### **SECTION 16.0 MODIFICATION**

This Agreement may be modified or amended only by written instrument signed by the parties.

#### **SECTION 17.0 TERMINATION**

This Agreement may be terminated by either party by giving written notice to the other party no later than January 1 for termination on or after the following July 1. Time is of the essence and a failure to notify by January 1 constitutes an automatic renewal for the following year.

If College of Marin withdraws from this Agreement, according to the terms and conditions set forth herein, College of Marin shall be entitled to retrieve from the database a machine-readable copy of their bibliographic file, patron file, item file and transaction file to the degree to which such records have been converted to machine-readable format and loaded into the database, contingent on the system's capability. In the event that the process of creating these files incurs cost, College of Marin shall pay that cost.

If MARINet withdraws from this Agreement, according to the terms and conditions set forth herein, MARINet shall provide College of Marin with a machine-readable copy of their bibliographic file, patron file, item file and transaction file to the degree to which such records have been converted to machine-readable format and loaded into the database, contingent on the system's capability. In the event that the process of creating these files incurs cost, MARINet shall pay that cost.

#### **SECTION 18.0 NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

MARINet

MARIN COMMUNITY COLLEGE

DISTRICT

System Administrator

Attn: Cari Torres, Executive Dean of

MARINet

Instruction

6 Hamilton Landing, Suite 140C

835 College Avenue

Novato, CA 94949

Kentfield, CA 94904

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the second business day following the date of mailing.

# SECTION 19.0 CHOICE OF LAW

This Agreement has been executed and delivered in the County of Marin, State of California. The validity, enforceability or interpretation of this Agreement shall be governed by the laws of the State of California. Marin County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

# SECTION 20.0 ENTIRE AGREEMENT

This Agreement, including any exhibits referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the parties other than those contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

MARINET LIBRARY CONSORTIUM, A Joint Powers Agreement

MARIN COMMUNITY COLLEGE DISTRICT

Chair, MARINet Board of Directors

Date 3/7/13

By Superintendent/President

Date 7 - 17 - 13

APPROVED AS TO CONTENT

By <u>Deborah Machike</u>

Deborah Moehrke

MARINet System Administrator

APPROVED AS TO CONTENT

By \_\_\_\_

Interim Dean of Instruction

7,22.13

#### **April 22, 2013**

# **Automation Agreement**

#### Exhibit A

# **Duties and Responsibilities of MARINet**

Pursuant to this Agreement between MARINet and the vendor, and with the advice of the MARINet Board of Directors, MARINet shall:

- 1. Manage the system, pursuant to the terms and conditions of this Agreement and all agreements concerning system operation.
- 2. Regularly review the operations of the system, evaluate system performance and develop plans for modifications, upgrades and new services.
- 3. Purchase all central site system equipment, house such equipment in a suitable environment and maintain said equipment in good operating condition.
- 4. Administer contracts with all service vendors relating to the system, including contacts with such vendors.
- 5. Provide reports to the MARINet Board of Directors on the status and performance of the system.
- 6. Enforce rules and regulations necessary to coordinate orderly use of the system by Affiliate Partner and participating users.
- 7. Purchase forms, postage, supplies and utilities, which may be required to operate the central site equipment.
- 8. Maintain sound relationships with other libraries, networks, utilities and vendors, where necessary, to provide services.
- 9. Employ all personnel needed to maintain and operate the central site equipment.
- 10. Maintain equipment purchased from, and under maintenance contract with, the vendor.
- 11. Attend vendor training and meetings to maintain an up-to-date technical skill level in order to provide training to participating users; to solve system problems; and to conduct in-depth discussions on system issues and/or new products as they pertain to MARINet.
- 12. Coordinate and provide training as determined by the MARINet Board of Directors. Such training shall include, but not be limited to, training for a designated staff trainer in each participating library for the modules of Circulation, Patron Access Catalog,

- Acquisitions and Database Management. Training shall also be provided for designated staff trainers for new modules and releases as needed.
- 13. Provide Authority Control services for the MARINet catalogues.
- 14. Maintain User documentation and manuals to codify agreed upon policies and procedures and practices.

# Duties and Responsibilities of Affiliate Partner

- 1. Participate in the use and operations of the system under the terms and conditions of this contract and the rules and regulations which may be, upon the advice of the MARINet Board of Directors, adopted by MARINet.
- 2. Regularly review system operations and advise MARINet in writing when modifications or improvements appear necessary.
- 3. The system, as installed, shall provide sufficient capacity for workstations and required communications equipment by Affiliate Partner and participating users. Affiliate Partner shall be liable for damage to the system caused by Affiliate Partner's use or addition of unauthorized equipment or software.
- 4. Affiliate Partner may connect additional staff workstations which in turn, may necessitate purchase of a staff user license. MARINet will add a charge, set by the MARINet Board, to the price charged by the software vendor for the user license to cover any future need to upgrade the server to accommodate these additional users. At present that fee is \$250 per license.
- 5. Input and delete all data into the system according to the rules and regulations established, upon the advice of the MARINet Board of Directors, by MARINet for the system.
- 6. Keep records and statistics which may be necessary to document the maintenance and performance.
- 7. Maintain database records according to standards established by the MARINet Board of Directors.
- 8. Provide access to Internet with sufficient bandwidth to meet system and local user needs without degradation of staff functionality.
- 9. Receive training from MARINet for a designated staff trainer for new modules and releases as needed. Responsibility for training of subsequent staff belongs to Affiliate Partner.

- 10. Affiliate Partner shall designate a staff member whom MARINet may contact concerning installation, conversion, operations and training matters. This person is responsible for obtaining answers from College of Marin staff as appropriate and communicating decisions to and from MARINet staff.
- 11. Protection of Vendor Proprietary Software Affiliate Partner agrees that the software, together with all materials and knowledge related thereto obtained by MARINet, shall be held in confidence and shall not at any time, either during the term of the license or thereafter, be made available in any form to any person or entity (except as may be required by law or legal process) other than to employees of Affiliate Partner or consultants or contractors retained by or responsible to Affiliate Partner to the extent that such disclosure is reasonably necessary to Affiliate Partner's use of the software authorized hereunder, without the express written consent of the vendor. This excludes use by patrons or other members of the public of the public user interface of the software. Affiliate Partner agrees that in the event of its employing any consultants or contractors who would have access to the software, it will make all reasonable efforts to ensure that such consultants or contractors execute an agreement or agreements whereby they recognize, accept and agree to observe the protection agreements afforded to the vendor by this paragraph.
- 12. New members must input their records, representing at least 95% of their circulating collections, into the joint database and make materials available for loan within eighteen months of contracting with MARINet.
- 13. Affiliate Partner recognizes that regular upgrade of PC equipment and software will be necessary to utilize new functionality offered by vendor software. Therefore, it is the responsibility of Affiliate Partner to upgrade PCs and their operating systems as deemed necessary by MARINet to enable installation of new vendor software or releases of existing software. MARINet will provide reasonable notice three (3) months prior to upgrading software. It is Affiliate Partner's responsibility to upgrade PC equipment to meet new minimums within 3 months after receipt of notice. If Affiliate Partner chooses not to do so, they assume responsibility for failure of software to run or for features to work as expected. Affiliate Partner must notify MARINet of planned upgrades to operating systems that are not yet supported by vendor. Affiliate Partner is responsible for administering and supporting any upgrades to its own system that are not yet supported by MARINet.
- 14. Participate in shared courier system for daily delivery between other MARINet libraries. Courier service is included for a single stop. Additional courier service may be purchased as an additional service.

# April 22, 2013 Automation Agreement

#### **Exhibit B**

# **Cost Factors**

The cost sharing formula for the MARINet Library Consortium will consist of initial costs, ongoing costs, improvements, and local costs.

# Initial Costs

College of Marin agrees to pay to MARINet an initial non-refundable fee of \$50,000. However, if MARINet terminates this agreement within the first year pursuant to Section 17, and if such termination is without reasonable cause, MARINet will reimburse College of Marin 50% of the non-refundable fee.

# **Shared Costs**

Additionally, as determined by the cost sharing formula below, College of Marin agrees to pay a portion of the shared costs associated with the system to keep it up and running on an ongoing basis. The elements of shared costs are:

Shared consortia database access Telecommunications line charges for central site equipment Access to Internet and any WAN charges Maintenance on hardware and software **Training** System equipment needs Report generation and related costs (e.g. postage) Automation staff MARINet office space and operations Central site supplies Shared delivery Shared printing and duplicating Authority control costs associated with maintaining database Associated administrative overhead ILS software, upgrades, and new modules, including adjunct programs such as metasearch and discovery tools. System Improvements - (funds for the purpose of system enhancements and upgrades augmented annually by an amount equal to 10% of the annual operating budget).

Cost Sharing Formula To Calculate Each Party's Share of Shared Costs

Beginning with the initial year of the contract, MARINet will calculate the proportion of the costs paid by participating member library as a share of the cost sharing formula used by existing member libraries. MARINet will use the following factors to calculate the participating members' share:

- 1. Total population served as certified by the State Librarian for the most recent fiscal year. Or, for colleges, the total student body enrollment for the fall semester of the equivalent year. For example, public library population certified in May 2012 and fall semester 2012. Libraries whose users population is not certified by the State nor student enrollment will calculate their user-base using a formula mutually agreed upon by the participating library and MARINet.
- 2. Volumes held in the system as calculated from reports generated by the system and run on December 31<sup>st</sup> of each year. If incoming member does not have an automated count of holdings, 'volumes' for the first year will be best available calculation library can supply.
- 3. Annual circulation as calculated from reports generated by the system on December 31st for the most recently completed calendar year. Circulation counted is circulation to your patrons not of your materials.

MARINet's cost sharing formula calculates each member's percentage of the three elements listed above and averages those percentages to arrive at an overall percentage. The overall percentage represents the shared cost percentage of the budget that the member must pay.

# **Optional Costs**

For an additional cost College of Marin may also request additional services which include:
Other online database access and licenses
Customized software
Specialized training
Associated administrative overhead

# **Tiered Costs**

The MARINet Board may, at its discretion, choose to offer an additional service to members, including affiliate members on a tiered cost basis rather than apportion the cost of the service by the cost sharing formula used for basic services. The placement of members within the tiers will be set by the MARINet Board. MARINet staff will determine the percentage of the costs to be distributed among the tiers. MARINet members may choose whether or not to participation in a tiered service offered by MARINet. For example, the cost for membership in the Link+ resource sharing service is distributed as a tiered service.

#### Local Costs

These are costs not covered by the buy-in fee that each participating library must cover for its individual needs. Local costs include, but are not limited to the following:

Project management for migration and startup Data conversion Peripheral equipment Local Supplies Site preparation
Specialized data loading software
Associated administrative overhead if library uses
MARINet resources (staff, hardware, etc.)
Daily courier services to other MARINet member libraries.
Vendor user licenses
Vendor software modules needed for initial implementation
Access to Internet with sufficient bandwidth to support staff and public access to ILS and other products