

August 11, 2010
AGREEMENT TO PROVIDE AUTOMATION SERVICES
TO THE ARCHBISHOP ALEMANY LIBRARY OF DOMINICAN UNIVERSITY OF
CALIFORNIA AS AN AFFILIATE PARTNER OF THE
MARIN AUTOMATED RESOURCES AND INFORMATION NETWORK

Dominican University Agreement # _____

MARINet Agreement # 2011-1

THIS AGREEMENT is made and entered into as of the 1st day of June, 2011, by and between the MARIN AUTOMATED RESOURCES AND INFORMATION NETWORK, a Joint Powers Agreement, (hereinafter "MARINet") and DOMINICAN UNIVERSITY OF CALIFORNIA (hereinafter "Dominican") for the benefit of the Archbishop Alemany Library (hereafter "Dominican Library").

WHEREAS, MARINet and Dominican are legally authorized to enter into intergovernmental agreements for services; and

WHEREAS, Dominican has governance authority over the Dominican Library; and

WHEREAS, MARINet and Dominican 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 Dominican University; and

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

WHEREAS, MARINet is qualified to perform such services;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE as follows:

SECTION 1.0 DUTIES AND RESPONSIBILITIES

Dominican and MARINet each 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.

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. Other computers or equipment (e.g. gateway server) that work 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 means integrated library system. This 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 means MARINet Joint Powers Agreement members.
- 2.13 MARINet Board**
MARINet Board means the Library Director or designee from each Joint Powers Agreement member library and each affiliate partner library.
- 2.14 MARINet Libraries**
MARINet Libraries means Joint Powers Agreement members and 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 NBCLS**
NBCLS means the North Bay Cooperative Library System.
- 2.18 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.
- 2.19 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.
- 2.20 Peripheral equipment**
Peripheral equipment means the terminals, personal computers, printers, or barcode readers connected to the system.
- 2.21 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.

2.22 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.

2.23 Services

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

2.24 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.

2.25 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.

2.26 Systems

Systems 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.

2.27 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.

2.28 Vendor

Vendor means the provider of the automation system 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 6/1/2011 and may not be terminated except under the provision of Section 19 Termination. Unless terminated by either party under Section 18 (Termination) and Section 19 (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

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 Dominican Library shall be held by Dominican.

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 a unanimous vote of MARINet. 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

There are two conduits for decision-making for users of the system:

5.1 Board of Directors

The MARINet Board is composed of the library directors of each JPA member library, and the library director of each affiliate partner library. Affiliate partners attend Board meetings, and are encouraged to participate in discussion, but have no voting rights. On those occasions when the director is not available to attend a meeting, s/he may designate a senior member of his or her staff to represent that library. MARINet's System Administrator provides technical expertise and staff support to this group. The group 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. MARINet takes all due measure to make reasonable decisions that do not place an undue financial burden on affiliate partners. The group meets on a fixed schedule determined by the group and on an as needed basis.

5.2 Committees, Task Forces, or Working groups

The MARINet committees, task forces, or working groups are composed of staff member(s) from MARINet libraries and MARINet's System Administrator or designated staff. The groups are responsible for advising MARINet on decisions regarding operations and implementation for the various system modules. The MARINet System Administrator serves as liaison between the various groups and the Board.

5.3 System Policies

Each MARINet library 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, as codified in the MARINet documentation, including the MARINet Manual and official minutes of the Board and recorded decisions of the committees, task forces, or working groups. It is understood that some affiliate partners, particularly academic and corporate libraries, may need to provide for exceptions to overall policy on a case-by-case basis (e.g. the reserve room materials, and the faculty loan period for certain materials).

SECTION 6.0 PROVISION OF ILS

MARINet makes an ILS available to the Dominican Library.

The specific abilities of each component of the ILS are defined by the vendor documentation. The availability of all modules shall be contingent on the contract with the vendor and vendor performance. In the case of vendor non-performance, Dominican agrees that MARINet shall hold the vendor responsible and Dominican agrees not to hold MARINet responsible for any act or omission related to the performance or non-performance of the ILS. Further, Dominican agrees to assist MARINet to seek appropriate redress. However, this assistance shall not be construed to be 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. No liability 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 Dominican with prior notice of system unavailability except for unavoidable downtime with system failure, if it will affect library operations and/or business hours, and 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 Dominican University.

SECTION 8.0 MAINTENANCE

8.1 Hardware

MARINet shall maintain an annual maintenance contract on all central site equipment.

8.2 Software

MARINet shall maintain a software maintenance contract at all times.

8.3 Communications Networks

Dominican recognizes that MARINet does not control, therefore cannot warrant, the communication networks used to communicate data from a remote site to the central computer.

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 Dominican agrees to hold MARINet and its employees and agents harmless for any data loss resulting from any unintentional or negligent act or omission on the part of MARINet.

SECTION 9.0 COST FORMULA

The cost to Dominican is determined by the composite percentage among MARINet, Dominican 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 Dominican and all affiliate partners. Such formula is subject to annual review. If, upon the advice of the MARINet Board of Directors, the cost formula is modified, it shall become part of this Agreement as a new Exhibit B during the annual renewal period and attached herein, notwithstanding any other provisions to the contrary.

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's budget, 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 cost of such change would be covered by that party

When agreed to by MARINet and the MARINet Board of Directors, one-time start-up costs for new members may be phased in over a multi-year period not to exceed three (3) years and will be set forth in Exhibit B. Dominican's signature to this Agreement signifies acceptance of these start-up costs, and agreement to pay said costs.

SECTION 10.0 PAYMENTS

MARINet shall invoice all contractees on an annual basis. All payments shall be made within 30 days of the invoice date.

SECTION 11.0 COST ALLOCATION

Dominican 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 Dominican to participate effectively as an integral part of this system. Dominican further recognizes these acquisitions have been made in the contemplation that Dominican shall remain participating and an integral unit of this system for the entire term of this Agreement. In contemplation of the hardship which will be incurred by MARINet if Dominican breaches this Agreement, it is agreed by the parties that Dominican shall remain responsible for payment of the cost allocation as specified under Section 9 – Cost Formula during the term of the agreement as defined by Section 3 – Terms of Agreement less any savings to MARINet occasioned by the reduction of service to Dominican University.

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 as specified below. 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 the vendor 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 Dominican 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 Dominican University's reasonable control, Dominican shall only be responsible for payment for services actually received prior to said event and those specified in Section 18 – Termination.

SECTION 14.0 INDEMNIFICATION AND HOLD HARMLESS

Dominican agrees to indemnify and hold harmless MARINet, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Dominican University, its employees or agents.

MARINet agrees to indemnify and hold harmless Dominican University, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of MARINet, its employees or agents.

SECTION 15.0 INSURANCE

Without limiting MARINet's and Dominican University's obligation to mutually indemnify each other, each shall maintain Commercial General Liability coverage, including but not limited to, premises and operations, independent contractor, products and complete operations, contractual liability and personal liability.

Coverage required above may be provided through purchased insurance self-insurance and/or participation in a public entity risk-sharing pool, or any combination.

SECTION 16.0 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 17.0 MODIFICATION

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

SECTION 18.0 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 Dominican withdraws from this Agreement, according to the terms and conditions set forth herein, Dominican 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, Dominican shall pay that cost.

If MARINet withdraws from this Agreement, according to the terms and conditions set forth herein, MARINet shall provide Dominican 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.

Following the termination by either party, MARINet shall be reimbursed, as specified in Section 11 – Cost Allocation, for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination

SECTION 19.0 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
System Administrator
MARINet
6 Hamilton Landing, Suite 140C
Novato, CA 94949

DOMINICAN UNIVERSITY
Library Director
Archibishop Alemany Library
50 Acacia Ave
San Rafael, CA 94901

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 day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

SECTION 21.0 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 22.0 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

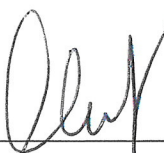
By 
Chair, MARINET Board of Directors

Date 5/5/2011

DOMINICAN UNIVERSITY OF
CALIFORNIA


By 
Luis Calingo, Executive Vice
President/Chief Academic Officer,
Dominican University of California

Date 4/18/2011

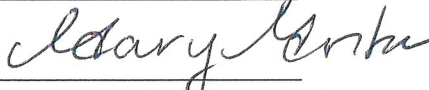
By 
Cecilia Minalga, Chief Financial
Officer, Dominican University of
California

Date 4.19.11

APPROVED AS TO CONTENT

By 
Deborah Moehrke
MARINET System Administrator

APPROVED AS TO CONTENT

By 
Gary Gorka, Executive Director
Archbishop Alemany Library,
Dominican University of California

Date 4/18/2011

APPROVED AS TO FORM

By 
MARINET Counsel

APPROVED AS TO FORM

By _____
Dominican Counsel

ATTEST

By Not needed

ATTEST

By Not needed

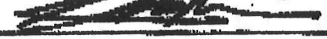
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

MARINET LIBRARY CONSORTIUM,
A Joint Powers Agreement


DOMINICAN UNIVERSITY OF
CALIFORNIA

By _____
Chair, MARINet Board of Directors

Date _____

By 
Luis Calingo, Executive Vice
President/Chief Academic Officer,
Dominican University of California

Date 4/18/2011

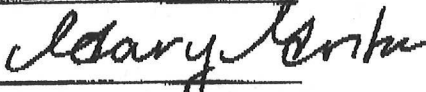
By 
Cecilia Minalga, Chief Financial
Officer, Dominican University of
California

Date 4.19.11

APPROVED AS TO CONTENT

By _____
Deborah Moehrke
MARINet System Administrator

APPROVED AS TO CONTENT

By 
Gary Gorka, Executive Director
Archbishop Alemany Library,
Dominican University of California

Date 4/18/2011

APPROVED AS TO FORM

By _____
MARINet Counsel

APPROVED AS TO FORM

By 
Dominican Counsel

ATTEST

By _____

ATTEST

By _____

February 3, 2011

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 Contractee 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 MARINet and participating users.
14. Maintain User documentation and manuals to codify agreed upon policies and procedures and practices.

Duties and Responsibilities of Contractee

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 Contractee and participating users. Contractee shall be liable for damage to the system caused by Contractee's use or addition of unauthorized equipment or software.
4. Contractee 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 Innovative 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. Receive training from MARINet for a designated staff trainer for new modules and releases as needed. Responsibility for training of subsequent staff belongs to Contractee.
10. Contractee shall designate a staff member whom MARINet may contact concerning installation, conversion, operations and training matters.

11. Protection of Vendor Proprietary Software – Contractee 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 Contractee or consultants or contractors retained by or responsible to Contractee to the extent that such disclosure is reasonably necessary to Contractee's use of the software authorized hereunder, without the express written consent of the vendor.
Contractee 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 one year of contracting with MARINet.
13. Contractee 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 Contractee 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 Contractee's responsibility to upgrade PC equipment to meet new minimums within 3 months of new release of vendor software that requires such upgrade. If Contractee chooses not to do so, they assume responsibility for failure of software to run or for features to work as expected. Contractee must notify MARINet of planned upgrades to operating systems that are not yet supported by vendor. Contractee is responsible for administering and supporting any upgrades to its own system that are not yet supported by MARINet.
15. Maintain membership in shared cooperative system (e.g. North Bay Cooperative Library System).
16. Participate in shared courier system for daily delivery between other MARINet libraries.

June 19, 2008
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

New participating libraries pay an initial fee of \$50,000, which will be adjusted using the San Francisco Bay Area CPI in future years. At the will of the MARINet board this fee may be adjusted downward if the fee represents a significant financial hardship for prospective members. Other adjustments will be determined based on number of additional, if any, buildings.

Shared Costs

These are the costs associated with the system to keep it up and running on an ongoing basis. Elements of required ongoing costs are:

- Shared consortial 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.

Optional ongoing costs are those that a user library pays only if they elect to use that particular service or module. Elements of optional ongoing costs include but are not limited to:

- Other online database access and licenses
- Customized software
- Specialized training
- Associated administrative overhead

System Improvements - Sinking Fund

These funds are contributed by participating members for the purpose of providing a pool of money to be used for system enhancements and upgrades. The fund is augmented annually by an amount equal to 10% of the annual operating budget as approved by the MARINet Board. The fund is maintained separately from the operating budget. Purchases from the fund must be approved by the MARINet Board.

Local Costs

These are costs that each participating library must cover for its individual needs. Initial costs include:

- 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

Future costs might include, but are not limited to:

- Additional peripheral equipment
- Vendor software licensed by the unit and used locally; such as,
SIP2 connections used by third-party software or self-check
licenses.
- Vendor software modules or functionality not purchased by all
member libraries but whose use is approved by the MARINet
Board
- Associated administrative overhead if library uses
MARINet resources

Cost-Sharing Formula

Ongoing Costs

Beginning with the initial year of the contract, the proportion of the ongoing costs paid by participating member library will be calculated as a share of the cost sharing formula used by existing member libraries. Factors used to calculate the participating members share include:

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 Spring semester of the equivalent year. 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 31st 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.

For each of the above factors, the participating library's percentage of the aggregate total for all MARINet libraries is calculated. The average of these three percentages is calculated to determine a percentage to be applied to the ongoing costs for the year.

In the future, the above factors will be reviewed to determine if they are the indicators that give the truest reflection of use of system and automation staff resources. If this is found not to be the case, the formula might be modified, as provided in Section 9, Cost Formula, to include other factors.

Improvements

The share that each library contributes to this fund will be calculated using the formula noted under ongoing required costs.