

**AGREEMENT TO
PROVIDE LIBRARY AUTOMATION SERVICES TO
LARKSPUR PUBLIC LIBRARY**

This Agreement is made by and between MARINet, a California joint powers consortium consisting of the Libraries of the Cities of San Rafael, Mill Valley, Sausalito, the Town of San Anselmo, and the County of Marin (hereinafter referred to as MARINet), having its administrative offices at the Marin County Free Library, Administration Building, Civic Center, San Rafael, California 94903, and the Larkspur Public Library (hereinafter referred to as Larkspur).

WHEREAS, MARINet and Larkspur are interested in cooperating to their mutual advantage through centralization of, and the sharing of costs for, library automation to provide improved library service; and

WHEREAS, MARINet has an automation system capable of providing library automation services to Larkspur, and

WHEREAS, Larkspur is desirous of contracting with MARINet for library automation services,

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

I. DEFINITIONS

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

Central site means the centralized physical location of equipment, software, supplies, and personnel necessary for operation of the system

Central site CPU means any computer or device 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 consoles or terminals.

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

Item means book or other library material with an assigned barcode number.

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

MARINet Governing Board means the governing body of the system and includes the

library director of each jurisdiction which is a party to the MARINet Joint Powers Agreement.

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 on the system that can be searched by a user of the system.

Participating user means those libraries that contract directly with MARINet for library automation services.

Peripheral equipment means the personal computers, printers, and barcode readers connected to the system, other than those at the central site. Dial-in access ports are considered central site equipment.

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

Remote site means a library or participating user who has purchased one or more vendor software licenses and is connected to the Central site by telnet.

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

System means the central site CPU, all telecommunications equipment, the license to use the software and machine readable files created as a result of the use of the software and peripheral equipment.

Total holdings means the total number of items held in the collection of a participating library.

Vendor means the provider of the automation system including system hardware, system maintenance, and the license to use the system software.

II. TERM OF AGREEMENT

The term of this Agreement is one year from the effective date of the signing of this Agreement and may not be terminated except under the provisions outlined in Section XII - WITHDRAWALS of this Agreement. The Governing Board of MARINet has the responsibility of reviewing this Agreement every year.

III. OWNERSHIP

MARINet shall retain full title to the system to be composed of the central site CPU and any telecommunications equipment purchased by it. Larkspur shall hold title to all

peripheral equipment purchased by Larkspur for Larkspur.

IV. SYSTEM USERS

Larkspur shall have use of the MARINet system as specified in Section V below. The system shall be utilized by MARINet and Larkspur. MARINet retains the right to provide similar services to other libraries. If any unanticipated modification is required as a direct result of it's participation, Larkspur shall pay it's fair share. MARINet retains the right to determine which system modifications may be required in order to prevent degradation of system performance and shall notify Larkspur of the cost of such modifications.

V. FUNCTIONALITY

Larkspur's use of the MARINet system shall be limited to the following:

- a. ability to search the MARINet on-line catalog
- b. ability to add, modify, or delete its own item and bibliographic records according to rules and regulations established by MARINet

VI. DUTIES AND RESPONSIBILITIES OF MARINet

MARINet shall:

- a. Manage the system, pursuant to the terms and conditions of this Agreement and all agreements concerning system operation.
- b. House all central site equipment in a suitable environment and maintain said equipment in good operating condition.
- c. Administer contracts with all service vendors relating to the system.
- d. Enforce rules and regulations necessary to coordinate use of the system by Larkspur and participating users.
- e. Purchase supplies, utilities, and backup tapes which may be required to operate the central site equipment.
- f. Maintain relationships with other libraries, networks, utilities and vendors where necessary, to provide services.
- g. Employ all personnel needed to maintain and operate the central site equipment.

- h. Coordinate and provide training as determined by the MARINet Governing Board.

VII. DUTIES AND RESPONSIBILITIES OF LARKSPUR

Larkspur shall:

- a. Participate in the use and operation of the system under the terms and conditions of this contract and rules and regulations which may be adopted by MARINet.
- b. Request in writing any modifications to the capacity and equipment specified by this agreement. Larkspur shall be liable for damage to the system caused by Larkspur's use or addition of unauthorized equipment or software.
- c. Have responsibility for the maintenance of all peripherals purchased by Larkspur .
- d. Abide by all rules and regulations established by MARINet regarding all records in the database.
- e. Take reasonable measures to protect the integrity of the database from unauthorized access and/or unauthorized use of passwords
- f. Regularly attend the meetings of the MARINet Circulation and Bib Standards Committees.
- g. Receive training from MARINet for a designated staff trainer for each of the modules contracted for per this agreement. Receive training from MARINet for a designated staff trainer for new releases. Responsibility for training subsequent staff belongs to Larkspur.
- h. Designate a staff member whom MARINet may contact concerning issues and training matters.
- i. Protection of Vendor Proprietary Software - Larkspur 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 Larkspur, without express written consent of the vendor.
- j. Agree to assume payment for all automation pursuant to sections X and XI of this agreement.

- k. Upon expiration of the Agreement, or termination or withdrawal of Larkspur from this Agreement, Larkspur shall return any equipment which belongs to MARINet.

VIII. 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, however, if the system experiences downtime except for downtime caused by or arising out of negligence and/or willful misconduct of 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 Larkspur and participating users 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 Larkspur and participating users.

IX. MAINTENANCE

a. HARDWARE

MARINet will contract for hardware maintenance on the central site equipment in order to maintain it per section VI c. above.

b. SOFTWARE

MARINet shall maintain a software maintenance contract at all times.

c. INTERRUPTIONS OF SERVICE OR LOSS OF DATA

MARINet will regularly duplicate, at least weekly, all data maintained in the system database. There is a chance, however remote, that some or all of the data may be lost or destroyed. MARINet does not warrant that such data loss will not occur and Larkspur agrees to hold MARINet and its employees and agents harmless for loss which may occur except for which may be caused by or arise out of the negligent and/or willful conduct of MARINet.

X. COST

The cost to Larkspur, as specified in Appendix A, has been determined by the MARINet Governing Board. MARINet will forward all costs for manuals or additional peripheral equipment directly to Larkspur. Appendix A is attached to this Agreement and incorporated herein by reference. The cost to Larkspur shall not exceed the amount of \$8222.00.

XI. PAYMENTS

Larkspur's cost for access, software license, barcodes, and telnet software as defined in Appendix A shall be paid within thirty (30) days of being invoiced by MARINet. Thereafter, Larkspur shall be invoiced for additional costs for supplies or licenses as they are incurred and shall pay such invoices within thirty (30) days of being invoiced by MARINet.

XII. WITHDRAWALS

During the term of this Agreement, withdrawal shall be accomplished only as result of non-appropriation of funds by the City of Larkspur. Withdrawal from this Agreement shall be subject to the following conditions:

- a. Larkspur must provide at least three (3) months written notice to the MARINet Governing Board.
- b. If Larkspur withdraws from this Agreement according to the terms and conditions set forth herein, Larkspur shall receive a machine readable copy of its bibliographic and item files. Removal from the system of all Larkspur machine readable files shall be at the expense of Larkspur.
- c. In the event of a withdrawal from this Agreement, Larkspur shall reimburse MARINet a sum equivalent to 8% the MARINet access fee specified in Appendix A. This sum is agreed by MARINet and Larkspur to represent the cost of reimbursement to MARINet for administrative expenses associated with an early withdrawal.

These administrative expenses include the cost of providing the MARINet system to Larkspur that is not covered in this Agreement and the overhead of start-up and close down of the MARINet system provided to Larkspur. MARINet has specifically not included these administrative start up expenses to Larkspur but both parties agree that MARINet will be entitled to such expenses should Larkspur make an early withdrawal from the Agreement.

MARINet shall give Larkspur 180 days prior notice of any dissolution of the MARINet Joint Powers Agreement.

XIII. CONFIDENTIALITY OF DATA

Except as otherwise provided by law, the circulation records and patron files of all parties are considered CONFIDENTIAL regardless of the source of inquiry. Employees of each MARINet library shall have access to such records to provide for the operation of each library; however, such records shall not be made available to anyone except pursuant to such process, order, or subpoena as may be authorized by lay. Any problems or conditions relating to the privacy of circulation and patron records shall be referred to the library director of the applicable library for resolution.

XIV. NON-DISCRIMINATION

There shall be no discrimination against any employee who is an employee in the work covered by this Agreement or against any application for such employment because of race, color, sex, sexual orientation, or national origin. This provision shall include, but not be limited to the following: Employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

XV. NOTICE

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

MARINet

LARKSPUR

County Librarian
Marin County Free Library
3501 Civic Center Drive
San Rafael, CA 94903

Library Director
Larkspur Public Library
400 Magnolia Avenue
Larkspur, CA 94939

XVI. EFFECTIVE DATE

The effective date of this agreement shall be October 10, 2000.

XVII. ENTIRE AGREEMENT

This Agreement including any exhibits referenced herein embodies the entire agreement between the parties hereto, and there are not inducements, promises, terms, conditions, or obligations made or entered into by MARINet or Larkspur other than those contained herein.

APPENDICES

Appendix A: Price quote for Larkspur

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

MARINet

CITY OF LARKSPUR

Sara Loyster
President, MARINet

John A. Bonaldi
City Manager

Date 10-10-00

Date Oct 11 2000

Carol Star
Secretary, MARINet

Approved as to form

Jennifer M. Waldron
Deputy County Counsel

APPENDIX A

PRICE QUOTE FOR LARKSPUR

Innovative User Licensing fee	\$ 1162.00
Item barcodes (est. 60,000 @ .03 each)	\$ 2000.00
MARINet Access Fee - One telnet access to MARINet system plus profile setup for item conversion for one year, storage of records, and passwords for staff access. MARINet helpdesk support for software issues or connection problems, etc.	\$ 5000.00
One copy EM320 for item conversion computer station	\$ 60.00
TOTAL	\$ 8222.00

Acquisition of copies of the INNOVATIVE manual are the responsibility of Larkspur.

