



March 12, 1986

Mr. Thomas Risto, Director of Libraries  
Wayne County Community College  
801 W. Fort Street  
Detroit, MI 48226

Dear Tom:

Pursuant to our DALNET discussion on March 6, please find enclosed revised copies of the System Agreement, Cost Sheets and Bylaws. All revisions have been underlined for your convenience. Please note that Exhibit "F" has been added as requested.

Our next meeting has been scheduled for March 25 in my conference room at 10:00 a.m. We will follow the same agenda as on the 6th, reviewing the agreement, cost sheets and bylaws, in that order. I hope that you will be able to stay for lunch, after which we will finalize discussions by 2:00 p.m. Guest parking is available in the parking structure on Palmer St., between Cass and Anthony Wayne Drive.

Here's hoping to see you on the 25th.

Sincerely,



Peter Spyers-Duran  
Director of Libraries

PS-D/cms  
Enclosure  
cy: P. Eames

R.S.V.P. by  
Friday, March 21 at 577-4320

3/8/86

DALNET ONLINE SYSTEM AGREEMENT

FOR CAPITAL CONTRIBUTORS

WHEREAS, Wayne State University Libraries and several local libraries have pledged their best efforts to create and maintain the Detroit Area Library Network (DALNET) Online System, which will support a multi-type library, multi-Institutional computer network providing for automated library services, and

WHEREAS, Wayne State University Libraries has initially purchased Central Site Equipment (described in Exhibit "A", attached and incorporated herein by reference) for the implementation of a DALNET Online System, and

WHEREAS, \_\_\_\_\_ desires to participate and to make a capital contribution in the DALNET Online System,

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 198\_\_, between Wayne State University, Detroit, Michigan 48202 (hereinafter WSU) and \_\_\_\_\_ (hereinafter the Library.)

1. DEFINITIONS

(a) The "Online System", consisting of software and hardware and a generated database, provides online computer assisted library services to the Library.

(b) "Capital Contribution" shall refer to a cash payment made by the Library to WSU for cooperative support of WSU's capital investment in hardware and software for the Online System. This payment does not convey ownership interests or entitlement to WSU's hardware and software. It gives the Library the right to access and use the Online System, with entitlement to a prorata return on the Capital Contribution upon withdrawal from DALNET.

(c) "Equipment" shall refer to computer hardware, software, and other manufactured items used in the operation of the Online System.

(d) "Central Site Equipment" shall refer to equipment (exclusive of terminals, printers, and associated telecommunication equipment, i.e., the Local Site Equipment) purchased and owned by WSU for the operation of the Online System. The Central Site Equipment comprises all equipment listed in Exhibit "A". Exhibit "A" will be updated annually on October 1 of each year to reflect the actual inventory of Central Site Equipment.

(e) "Local Site Equipment" shall refer to equipment owned and purchased by the Library. Such equipment shall include but is not limited to terminals, printers, multiplexers, modems, terminal controllers, and barcode readers.

(f) "Database" refers to any and all data or information entered into the Online System by any Library.

(g) The "Detroit Area Library Network" ("DALNET") shall be an incorporated, non-profit, non-stock association that functions to determine policies and operational implementation of the DALNET Online System and to promote and develop cooperative programs using shared library automation applications.

## 2. PARTICIPATION IN THE DALNET ONLINE SYSTEM

(a) The Library shall become entitled to participate in the DALNET Online System and shall become a member of DALNET, upon payment to WSU of a Capital Contribution and system use fees.

(b) DALNET shall determine policies ~~and operational implementation~~ of the Online System and promote and develop cooperative library service. The Bylaws of the DALNET organization are attached as Exhibit "D".

(c) WSU shall serve as the host institution for DALNET and act as its fiscal agent. WSU shall own all Central Site Equipment and software licenses.

(d) Upon withdrawal from DALNET, the Library shall be entitled to a prorata return of Capital Contribution as per Section 11(c).

## 3. ROLE OF WAYNE STATE UNIVERSITY ("WSU")

(a) WSU pledges its best efforts to operate the NOTIS system as stated in the contract between WSU and Northwestern University, in order to achieve the normal and peak load response times therein.

(b) WSU will provide ~~to~~ the Library access to use the Online System. WSU will provide maintenance of the Central Site Equipment pursuant to the terms of this agreement.

(c) WSU shall be committed to the goal of achieving the functions and response times outlined in the WSU/DALNET RFP, and to support the development of enhancements required to meet those specifications.

(d) For the first year of this Agreement the IBM/NOTIS system will be scheduled to be available to DALNET directly connected terminals from 6:00 a.m. until 12:00 midnight Monday through Thursday, from 6:00 a.m. until 7:00 p.m. Friday and Saturday, and from 12:00 p.m. until 7:00 p.m. Sunday, except for University holidays and scheduled downtime. Every effort will be made to adhere to this schedule.

(e) Every effort will be made to schedule Central Site downtime, including batch processing and preventive maintenance on the CPU and disk drives, at times other than listed in section 3.d. above.

(f) Every effort will be made to schedule the operating system, including MERIT, for the NOTIS application to be fully operational for 98% of the operating hours in any calendar month.

(g) The IBM/NOTIS system is scheduled to be available to users of the MERIT network at all times it is available to directly connected terminals.

(h) In the event that any of the IBM/NOTIS equipment or operating system software causes the system to be down, WSU will initiate its backup plan with the WSU Computing Services Center (CSC) to run the NOTIS system on other CSC equipment within 24 hours.

(i) WSU will establish and maintain security measures for the Online System. The Library's access to the Online System means access to all selected subsystems of the IBM/NOTIS system and its records. This access will be provided through the features of the IBM/NOTIS system. Full authorization mode to the bibliographic and patron files will enable the Library to add/change selected data only in their own records and those entered by them.

(j) WSU shall provide at cost, simultaneously with the completion of the installation of the Online System for the Library, such Library with a training manual and other training documents and training personnel sufficient to ensure the entry of data to the Online System and use of the Online System by the Library in accordance with established bibliographic standards. WSU shall provide the Library with updates to such manual and training documents at such times as such updates become available. Said training personnel shall be made available to the Library on a negotiated schedule during WSU's normal business hours, Monday through Friday, excluding holidays.

(k) WSU shall provide technical advice and support staff in order to aid the Library in the day to day operation of the Online System.

(l) WSU shall provide the Library access to the entire Database and to all subsystems of the Online System during the hours designated in Section 3 (d). However, access to certain data and subsystems may be restricted to individuals at each institution who have been authorized by the Library for that access.

(m) WSU agrees to provide the Library a manual and instructions relating to any modification, improvement or enhancement relating to the functions of the Online System.

(n) WSU agrees to enter into coordinated purchasing agreements with the Library for peripheral equipment to achieve quantity, or other discounts;

(o) WSU shall provide the applications programming necessary to install the Online System for the Library, according to a mutually agreed upon schedule;

(p) WSU shall be responsible for the purchase of, and all costs associated with, its DALNET approved Local Site Equipment, including

Installation and maintenance. WSU is also responsible for its local site preparation, including installation of telephone lines. WSU will inspect or cause to be inspected, and repair or cause to be repaired, at the cost of WSU, any WSU Local Site Equipment causing or reasonably suspected of causing downtime in the Online System.

(q) WSU shall be responsible for obtaining and preparing its data (according to DALNET standards) to be loaded into the Online System, and for the cost of creating programs needed to load its data;

(r) WSU agrees to maintain the standards for entry of data to the Online System established by DALNET, and to maintain currency of its information in the Database;

(s) WSU shall use its best efforts to fulfill its requirements in the installation schedule mutually agreed upon by the Library and WSU;

(t) WSU shall designate a Project Manager to be responsible for the installation and implementation of the Online System in its facilities;

(u) WSU must participate as a minimum in the online public access catalog and the circulation subsystems of the Online System;

(v) WSU hereby agrees to provide the necessary bibliographic, library patron, and other information required for inclusion in the Database for WSU to use the functions of the Online System it has selected;

(w) WSU agrees that it will not transmit any machine readable data, other than its own, to any third party, without written permission of the Library that input the data and the DALNET Board.

#### 4. ROLE OF THE LIBRARY

(a) For the first two years of this contract the Library shall pay WSU the fees set forth on Exhibit "B", attached. The fees shall include start-up fees, capital costs, operating costs, and maintenance fees. These fees are based on a maximum local equipment configuration and anticipated NOTIS system use. The Library agrees not to exceed by more than 10% currently projected levels of database size and use without prior authorization from the DALNET Board. Libraries may not exceed their projected number of Local Site Equipment without DALNET Board approval. Authorization for such expansion may necessitate renegotiated fees as are agreed upon between DALNET and WSU.

(b) The Library shall be committed to the goal of achieving the functions and response times outlined in the WSU/DALNET RFP, ~~and~~ by supporting the development of enhancements required to meet those specifications.

(c) The Library shall be responsible for the purchase of, and all costs associated with, its DALNET approved Local Site Equipment, including installation and maintenance. The Library is also responsible for its local site preparation, including installation of telephone lines. WSU has

the right to inspect or cause to be inspected, and repair or cause to be repaired, at the cost of the Library, any Local Site Equipment causing or reasonably suspected of causing downtime in the Online System;

(d) The Library shall be responsible for obtaining and preparing its data (according to DALNET standards) to be loaded into the Online System, and for the costs of creating programs needed to load its data;

(e) The Library agrees to maintain the standards for entry of data to the Online System established by DALNET and to maintain the currency of its information in the Database;

(f) The Library shall schedule sessions for the training of key staff of the Library in the use and maintenance of the Online System at such times as are mutually agreed upon by the Library and WSU;

(g) The Library shall use its best efforts to fulfill its requirements in the installation schedule mutually agreed upon by the Library and WSU;

(h) The Library shall designate a Project <sup>Coordinator</sup> Manager to be responsible for the installation and implementation of the Online System in its facilities;

(i) The Library must participate as a minimum in the online public access catalog and the circulation subsystems of the Online System.

(j) The Library hereby agrees to provide the necessary bibliographic, library patron, and other information required for inclusion in the Database for the Library to use the functions of the Online System it has selected.

(k) The Library agrees that it will not transmit any machine readable data, other than its own, to any third party, without written permission of the Library that input the data and the DALNET Board.

## 5. CONFIDENTIALITY

(a) WSU acknowledges that some of the information maintained by the Library on the Online System is confidential, and will use its best efforts not to disclose or permit access to such information without the consent of the Library.

(b) The Library acknowledges that some of the information maintained by other Libraries on the Online System is confidential, and will use its best efforts not to disclose or permit access to such information without the consent of the relevant Library.

## 6. EQUIPMENT AND DATA

(a) The Library acknowledges that use of the Online System pursuant to this Agreement does not confer upon the Library rights, title and interest in software licenses and documentation related and/or used in connection with the Online System. <sup>^</sup>

*vendor*

(b) In the event this Agreement is terminated in accordance with Section 11 hereof, the Library may obtain a magnetic tape copy of the Library's data in the Online System at the actual reproduction cost of such copy. The Library's bibliographic records will be removed from the Online System at cost, as will any of its unique records in shared files, including authority, patron and vendor records.

In no event shall the Library have the right to withdraw or remove other member library data from the Online System.

(c) In the event that a Library uses, for cataloging purposes, bibliographic data input by another Library, it shall be liable for concomitant costs as established by the DALNET Board.

(d) The Library agrees that the operating system and other software listed in Exhibit "A" hereof is licensed to WSU, under certain licensing agreements. WSU shall provide the Library with a copy of the NOTIS contract between WSU and Northwestern University (Exhibit C). The Library agrees to abide by all restrictions, limitations, and prohibitions of such licensing agreements within said NOTIS contract, and to indemnify and hold harmless WSU for any and all damages, liquidated or otherwise, for which WSU becomes liable to NOTIS resulting from a breach of these licensing agreements caused by the Library. The Library further agrees to pay all costs incident to such a breach, including, but not limited to, reasonable attorneys' fees. The Library shall not duplicate or copy any software documentation provided for the Online System by NOTIS without the express written consent of NOTIS and WSU.

## 7. ASSIGNABILITY

The Library may not assign any of its rights under this Agreement to any third party without the express written consent of WSU.

## 8. LIABILITIES AND WARRANTIES

(a) WSU will use its best efforts to assure that there will be no breakdown in the system or loss of information by the Online System. WSU does not and cannot warranty that there will be no breakdown or loss of information. In the event of a breakdown caused by negligence of WSU staff or staff of the Library, it is agreed that all costs associated with the repair/correction of such breakdowns shall be borne on the basis of mutual responsibility and liability.

(b) The contract with NOTIS provides that the software has been tested for accuracy in proper functioning, but NOTIS disclaims, except as to reasonable operability, any responsibility for complete accuracy or correctness of the software. Therefore, although WSU will use its best efforts to fulfill its obligations pursuant to this agreement, WSU cannot undertake any greater responsibility than has been undertaken by NOTIS.

(c) Except as expressly provided in this Agreement, in no event shall any party be liable to any other party for any damages arising out of the transactions covered by this Agreement.

9. MISCELLANEOUS

(a) This Agreement may not be changed or amended unless the amendment is signed by both parties. No course of conduct, action or inaction on the part of any party may be considered a waiver of any of its rights under this Agreement, nor will its waiver of a right on any one occasion constitute a waiver of that right on any future occasion.

(b) This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Michigan.

(c) If any provision contained in this Agreement is deemed to be invalid or unenforceable under applicable law, the remaining provisions of the Agreement shall not be affected.

(d) Any dispute based upon or arising out of this Agreement shall be finally settled by a sole arbitrator. Such arbitrator shall be chosen by agreement of two representatives, one designated by each party, for this purpose. The arbitration shall be conducted in Detroit, Michigan, pursuant to the commercial arbitration rules of the American Arbitration Association. Arbitration costs shall be split equally among the parties. Attorney's fees and witness fees are the responsibility of the party retaining the attorney or calling the witness.

(e) Notices required or permitted to be given under this Agreement shall be in writing and shall be delivered in hand or by certified mail, postage prepaid, by first class mail, to the address of the party. Notices that are delivered in hand shall be effective on delivery and notices that are mailed as set forth above shall be effective five (5) working days after they are mailed.

(f) This Agreement contains the entire agreement of the parties with respect to its subject matter, and supersedes all prior agreements, understandings, representations, conditions, warranties and covenants, whether oral or written, between the parties.

(g) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

(h) The parties agree that in the performance of this agreement each party shall be separately responsible for compliance with all federal and state laws, including nondiscrimination laws. This contract term includes the applicable sections of the Michigan Handicappers' Civil Rights Act (Act 220 of the Public Acts of 1976, as amended, being MCLS 37.1101 et seq.) and the Elliott-Larsen Civil Rights Act (Act 453 of the Public Acts of 1976, as amended, being MCLA 37.2101 et seq.) and, in particular, the provision that illegal discrimination by either party may be considered a material breach of this agreement.

*all  
new*

10. TERMS OF AGREEMENT

(a) The Library shall become a member of DALNET upon the execution of this Agreement and the payment of Capital Contributions, fees and assessments due hereunder.



(b) This Agreement shall remain in effect from the date it is executed until October 1, 1988.

(c) This Agreement shall be renewed for succeeding two-year periods without notice, unless terminated in accordance with Section 11. Upon the effective date of each renewal, the Library shall pay the fees negotiated pursuant to section 10 (e) of this agreement.

(d) Biannual charges for use and operation of the Online System will be invoiced on a mutually agreeable basis with the Library. Payments will be due within sixty (60) days after the date of the invoice.

(e) Before October 1 of each year, DALNET shall negotiate with WSU the fees for DALNET's participation and Capital Contribution in the Online System to be effective October 1 of the following year. The amount shall be sufficient to cover the costs of operation and/or to reflect changes in the extent of DALNET's participation in the Online System. Individual Library charges will be based on a formula including the following factors: database size, number of terminals and number of transactions (Exhibit F). The Library agrees to be bound by the fees and Capital Contribution which DALNET negotiates with WSU.

#### 11. TERMINATION

(a) The Library may terminate its obligations pursuant to this Agreement effective October 1, 1988 upon 60 days written notice to WSU prior to September 30, 1988, or may terminate its obligations effective October 1 of the second year of any two year renewal upon 60 days written notice to WSU prior to September 30 of that year. Upon the effective date of such termination, if the Library desires a copy of the database it has entered into the Online System, the Library shall pay to WSU the actual cost of reproduction of a magnetic tape copy in accordance with Section 6 (b) herein. WSU shall provide the terminating Library with said magnetic tape no later than 120 days after receipt of the funds therefor.

(b) If the Library (i) does not pay the fees set forth in Exhibit "B", or the fees negotiated pursuant to section 10 (e) of this agreement, within 60 days of the date such fees are due, or (ii) does not fulfill its obligations pursuant to Section 4 hereto WSU may terminate this Agreement upon 90 days written notice to the Library.

(c) WSU shall be obligated to refund unexpended operational funds paid by the Library upon a termination of this Agreement, and to refund (i) the unamortized portion of the Library's Capital Contribution for the capital equipment, (ii) the unamortized portion of the capitalized value of software enhancements, and (iii) the Library's share (with interest) of the Equipment Replacement Fund. The Library shall also be entitled to a magnetic tape copy of the Library's data in accordance with Section 6 (b) herein. The software for the Online System will be amortized over a two year period, and the hardware will be amortized over a five year period (see Exhibit G for hardware depreciation expenses).

Executed on the day and year first written above.

WAYNE STATE UNIVERSITY

BY: \_\_\_\_\_

Its: \_\_\_\_\_

LIBRARY

BY: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "A"  
INITIAL CENTRAL SITE HARDWARE AND SOFTWARE\*\*  
1986/87

I. Hardware for WSU Libraries:

<u>Unit</u>	<u>Item</u>
1	IBM 4381 Model PO2 16 MB Central Processing Unit, dedicated to NOTIS software, operating with MVS/SP, CICS/VS, and related system software, including:
1	IBM 3278 A02 display console
2	IBM 3380 AA4 disc drives
1	IBM 3880 disc controller
2	IBM 3420 tape drives
1	IBM 4248 system printer
1	Xerox 9700 system printer
1	3725-002 communication controller, with at least 12 communication lines
1	3727 console

II. Hardware for DALNET

<u>Unit</u>	<u>Item</u>
	In addition to the hardware listed above for WSU, there will be initially:
3	IBM 3380-B04 disc drives
1	IBM 4245-012 line printer
28	Additional lines on the 3725-002 communications controller, as a minimum.

### III. Software for WSU/DALNET

MVS/SP VIR3.4	5740-XYS
DFP R1.1	5665-295
ISPF V2R1.0	5665-319
SMP/E R2.0	5668-949
CICS/VS R1.6.1	5740-XX1
GPAR R2.1	5798-DAB
CICS/PARS R2.4	5798-CPR
RMF V2R4.1	5740-XY4
PL/1 R5	5734-PL3
ACF-VIAM V2R1.0	5665-280
ACF-NCP V2R1	5735-XX9
ACF/SSP V2R1.1	5735-XXA
JES/32BX	5785-BAB
ACF2	
Synch/Sort	

\*\* This does not include other hardware and software provided by the WSU Computing Services Center, e.g. network control, network monitoring, that will not be charged to the DALNET Online System.

*What does this include?*

EXHIBIT "B"

LIBRARY FEE SCHEDULE  
1986 - 1988  
CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR  
WILLIAM BEAUMONT HOSPITAL

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
1. <u>Capital Contribution</u>			
a. Hardware	\$ 8,046	\$ 548	\$ 8,594
b. Software	1,452		1,452
c. Equipment Replacement Fund	2,000	2,000	4,000
Subtotal	\$ 11,498	\$ 2,548	\$ 14,046
2. <u>Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support**	5,475	2,795	8,270
b. Network Access***	150	159	309
c. OCLC Loader	714		714
d. Serials Loader	1,071		1,071
Subtotal	\$ 7,410	\$ 2,954	\$ 10,364
Total	\$ 18,908	\$ 5,502	\$ 24,410

\*\*William Beaumont Hospital will receive one (1) day of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of two. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at Beaumont: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\*Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "B"  
 LIBRARY FEE SCHEDULE  
 1986 - 1988  
 CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR  
 BOTSFORD HOSPITAL

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
1. <u>Capital Contribution</u>			
a. Hardware	\$ 4,023	\$ 548	\$ 4,571
b. Software	726		726
c. Equipment Replacement Fund	1,000	1,000	2,000
Subtotal	<u>\$ 5,749</u>	<u>\$ 1,548</u>	<u>\$ 7,297</u>
2. <u>Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support	2,737	2,795	5,532
b. Network Access***	100	106	206
c. OCLC Loader	714		714
d. Serials Loader	1,071		1,071
Subtotal	<u>\$ 4,622</u>	<u>\$ 2,901</u>	<u>\$ 7,523</u>
Total	\$ 10,371	\$ 4,449	\$ 14,820

\*\*Botsford Hospital will receive one (1) day of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of two. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at Botsford: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "B"

LIBRARY FEE SCHEDULE  
1986 - 1988  
CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR  
CHILDREN'S HOSPITAL

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
1. <u>Capital Contribution</u>			
a. Hardware	\$ 4,023	\$ 548	\$ 4,571
b. Software	726		726
c. Equipment Replacement Fund	1,000	1,000	2,000
Subtotal	\$ 5,749	\$ 1,548	\$ 7,297
2. <u>Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support**	2,737	2,795	5,532
b. Network Access***	100	106	206
c. OCLC Loader	714		714
d. Serials Loader	1,071		1,071
Subtotal	\$ 4,622	\$ 2,901	\$ 7,523
Total	\$ 10,371	\$ 4,449	\$ 14,820

\*\*Children's Hospital will receive one (1) day of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of two. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at Children's: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "B"

LIBRARY FEE SCHEDULE  
1986 - 1988  
CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR THE  
DETROIT ASSOCIATED LIBRARIES

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
1. <u>Capital Contribution</u>			
a. Hardware	\$245,391	\$ 36,151	\$281,542
b. Software	44,299		44,299
c. Equipment Replacement Fund	<u>42,630</u>	<u>42,630</u>	<u>85,260</u>
Subtotal	\$332,320	\$ 78,781	\$411,101
2. <u>Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support**	156,976	184,495	341,471
b. Network Access***	2,700	5,724	8,424
c. OCLC Loader	5,000		5,000
d. Serials Loader	<u>7,500</u>		<u>7,500</u>
Subtotal	\$172,176	\$190,219	\$362,395
Total	\$504,496	\$269,000	\$773,496

\*\*The Detroit Associated Libraries will receive four (4) days of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of six. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at DAL: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).



EXHIBIT "B"

LIBRARY FEE SCHEDULE  
1986 - 1988  
CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR  
HARPER HOSPITAL

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
<u>1. Capital Contribution</u>			
a. Hardware	\$ 4,023	\$ 548	\$ 4,571
b. Software	726		726
c. Equipment Replacement Fund	1,000	1,000	2,000
Subtotal	\$ 5,749	\$ 1,548	\$ 7,297
<u>2. Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support**	2,737	2,795	5,532
b. Network Access***	100	106	206
c. OCLC Loader	714		714
d. Serials Loader	1,071		1,071
Subtotal	\$ 4,622	\$ 2,901	\$ 7,523
Total	\$ 10,371	\$ 4,449	\$ 14,820

\*\*Harper Hospital will receive one (1) day of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of two. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at Harper: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "B"  
 LIBRARY FEE SCHEDULE  
 1986 - 1988  
 CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR  
 OAKLAND UNIVERSITY

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
1. <u>Capital Contribution</u>			
a. Hardware	\$ 52,296	\$ 6,025	\$ 58,321
b. Software	9,441		9,441
c. Equipment Replacement Fund	<u>13,000</u>	<u>13,000</u>	<u>26,000</u>
Subtotal	\$ 74,737	\$19,025	\$ 93,762
2. <u>Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support**	35,585	30,749	66,334
b. Network Access***	650	1,325	1,975
c. OCLC Loader	5,000		5,000
d. Serials Loader	<u>7,500</u>		<u>7,500</u>
Subtotal	\$ 48,735	<u>\$32,074</u>	<u>\$ 80,809</u>
Total	\$123,472	\$51,099	\$174,571

\*\*Oakland University will receive two (2) days of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of six. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at OU: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "B"

LIBRARY FEE SCHEDULE  
1986 - 1988  
CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR  
OAKWOOD HOSPITAL

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
<u>1. Capital Contribution</u>			
a. Hardware	\$ 4,023	\$ 548	\$ 4,571
b. Software	726		726
c. Equipment Replacement Fund	1,000	1,000	2,000
Subtotal	\$ 5,749	\$ 1,548	\$ 7,297
<u>2. Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support**	2,737	2,795	5,532
b. Network Access***	100	106	206
c. OCLC Loader	714		714
d. Serials Loader	1,071		1,071
Subtotal	\$ 4,622	\$ 2,901	\$ 7,523
Total	\$ 10,371	\$ 4,449	\$ 14,820

\*\*Oakwood Hospital will receive one (1) day of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of two. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at Oakwood: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "B"  
 LIBRARY FEE SCHEDULE  
 1986 - 1988  
 CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR  
 SINAI HOSPITAL

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
<u>1. Capital Contribution</u>			
a. Hardware	\$ 4,023	\$ 548	\$ 4,571
b. Software	726		726
c. Equipment Replacement Fund	1,000	1,000	2,000
Subtotal	\$ 5,749	\$ 1,548	\$ 7,297
<u>2. Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support**	2,737	2,795	5,532
b. Network Access***	100	106	206
c. OCLC Loader	714		714
d. Serials Loader	1,071		1,071
Subtotal	\$ 4,622	\$ 2,901	\$ 7,523
Total	\$ 10,371	\$ 4,449	\$ 14,820

\*\*Sinai Hospital will receive one (1) day of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of two. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at Sinai: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "B"

LIBRARY FEE SCHEDULE  
1986 - 1988  
CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR THE  
UNIVERSITY OF DETROIT

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
1. <u>Capital Contribution</u>			
a. Hardware	\$ 56,319	\$ 6,573	\$ 62,892
b. Software	10,167		10,167
c. Equipment Replacement Fund	<u>14,000</u>	<u>14,000</u>	<u>28,000</u>
Subtotal	\$ 80,486	\$20,573	\$101,059
2. <u>Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support**	38,322	33,545	71,867
b. Network Access***	1,250	2,650	3,900
c. OCLC Loader	5,000		5,000
d. Serials Loader	<u>7,500</u>		<u>7,500</u>
Subtotal	\$ 52,072	\$36,195	\$ 88,267
Total	\$132,558	\$56,768	\$189,326

\*\*The University of Detroit will receive two (2) days of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of six. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at UD: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "B"

LIBRARY FEE SCHEDULE  
1986 - 1988  
CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR  
WAYNE COUNTY COMMUNITY COLLEGE

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
1. <u>Capital Contribution</u>			
a. Hardware	\$ 16,091	\$ 2,191	\$ 18,282
b. Software	2,905		2,905
c. Equipment Replacement Fund	4,000	4,000	8,000
Subtotal	\$ 22,996	\$ 6,191	\$ 29,187
2. <u>Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support**	10,949	11,182	22,131
b. Network Access***	900	1,855	2,755
c. OCLC Loader	5,000		5,000
d. Serials Loader Subtotal	\$ 16,849	\$ 13,037	\$ 29,886
Total	\$ 39,845	\$ 19,228	\$ 59,073

\*\*WCCC will receive one (1) day of training and/or consultation at no additional charge. Sessions will be limited to a maximum group size of six. Additional training/consultation sessions are available upon request at the following rates:

1. On Site at WCCC: \$250.00 per diem
2. At WSU Site: \$200.00 per diem

\*\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "B"

LIBRARY FEE SCHEDULE  
1986 - 1988  
CENTRAL SITE ASSOCIATED START-UP AND OPERATIONAL COSTS FOR  
WAYNE STATE UNIVERSITY

<u>ITEM</u>	<u>YR.1</u>	<u>YR.2</u>	<u>TOTAL</u>
1. <u>Capital Contribution</u>			
a. Hardware	\$353,592		\$353,592
b. Software	55,178		55,178
c. Equipment Replacement Fund	<u>44,370</u>	<u>44,370</u>	<u>88,740</u>
Subtotal	\$453,140	\$ 44,370	\$497,510
2. <u>Operational Costs</u>			
a. Ongoing Costs, e.g. Supplies, Maintenance, Insurance, Staff Support	188,135	201,285	389,420
b. Network Access**			
c. OCLC Loader	5,000		5,000
d. Serials Loader	<u>7,500</u>		<u>7,500</u>
Subtotal	\$200,635	\$201,285	\$401,920
Total	\$653,775	\$245,655	\$899,430

\*\* Does not include dial-in port costs of \$1,000/port (start-up) plus \$70/port/mo (1st year) and \$74/port/mo (2nd year).

EXHIBIT "C"

CONTRACT BETWEEN WAYNE STATE UNIVERSITY  
AND NOTIS  
(Previously Delivered)



3/8/86

EXHIBIT "D"

DETROIT AREA LIBRARY NETWORK

BY-LAWS

ARTICLE I - NAME

This organization shall be an incorporated, non-profit, non-stock association. Its name shall be the Detroit Area Library Network (DALNET).

ARTICLE II - PURPOSE AND OBJECTIVES

This organization shall function to negotiate the DALNET Online System Agreement for Capital Contributors, to promote and develop cooperative programs using shared library automation applications, and to determine policy for DALNET.

ARTICLE III - HOST INSTITUTION

Wayne State University shall serve as the host institution for DALNET and act as its fiscal agent. WSU fiscal and personnel standards will apply in the operation of DALNET *central site,*

*the*

ARTICLE IV - MEMBERSHIP

Membership shall comprise Wayne State University and those libraries approved by DALNET who have signed the DALNET Online System Agreement and who have paid their share of the DALNET capital contribution (hereinafter referred to as member libraries).

ARTICLE V - BOARD AND OFFICERS

Section 1 - Composition. The Board shall consist of one representative from each member library. Alternates with proxy shall be appointed by each member library as needed.

Section 2 - Officers. The officers shall be a President, Vice President, Secretary, and Treasurer. WSU and ~~the Detroit Associated Libraries (limited to the Detroit Public Library, its current branches, and the McGregor Public Library of Highland Park, Michigan)~~ shall rotate offices held for President and Vice President in perpetuity. The Secretary and Treasurer shall be elected by ~~entire~~ membership vote. Term of office shall be one year, commencing October first.

*board*

ARTICLE VI - DUTIES OF OFFICERS

Section 1 - President. The President shall be the representative of the organization in the activities of DALNET. The President shall preside at all meetings of the Board, and shall appoint all standing and ad hoc committees with the advice and consent of the Board.

Section 2 - Vice President. The Vice President shall act in the absence of the President, and shall perform such other duties as the Board or President may assign.

Section 3 - Secretary. The Secretary shall be responsible for all minutes and records of Board meetings. The Secretary shall also be responsible for other duties as assigned.

Section 4 - Treasurer. The Treasurer shall exercise such power and duties as shall be conferred upon the office from time to time by the Board.

ARTICLE VII - BOARD

Section 1 - Authority. The operation and policies of DALNET shall be determined by its Board.

Section 2 - Voting. Voting rights of each member shall be as follows: WSUL has thirty-five (35) percent of the votes, and the Detroit Associated Libraries have thirty-five (35) percent of the votes. The remaining votes are distributed among DALNET members proportional to the member library's share of the DALNET investment in the Central Site during the first year of membership. (All unallocated votes will be held by Wayne State University). The distribution of the remaining votes will be recalculated in successive years based on current and cumulated investment in the Central Site. A two-thirds majority of the total votes assigned shall be necessary to carry actions.

Section 3 - Regular Meetings. Regular meetings of the Board shall be held as the Board deems necessary, with a minimum of one meeting per year.

Section 4 - Special Meetings. Special meetings of the Board shall be called by the President or at the request of one third of the members of the Board. Written notice of the meeting and the agenda shall be mailed to Board members not less than 5 working days prior to the meeting date.

Section 5 - Quorum. A simple majority of the Board members shall constitute a quorum.

ARTICLE VIII - COMMITTEES

Section 1 - Standing and <sup>Special</sup>(Ad Hoc) Committees. Standing and <sup>special</sup>(ad hoc) committees may be appointed by the President with consent of the Board.

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Section 2 - Standards Committee. There shall be a standing committee to recommend standards for the WSU/DALNET database.

ARTICLE IX - PARLIAMENTARY AUTHORITY

Robert's Rules of Order, revised, shall be followed, except as they may conflict with these By-laws.

ARTICLE X - AMENDMENTS

These by-laws may be amended by a two-thirds majority of the total votes assigned to the Board, provided that notice of the proposed changes has been given to the Board at least two weeks prior to the meeting.

EXHIBIT "E"  
EQUIPMENT REPLACEMENT FUND

PERIOD	WSUL	DAL	UD	OU	WCCC	WM. BMT.	BOTSFORD	CHILDREN'S	HARPER	OAKWOOD	SINAI	TOTAL
Year 1	44,370	42,630	14,000	13,000	4,000	2,000	1,000	1,000	1,000	1,000	1,000	125,000
Year 2	44,370	42,630	14,000	13,000	4,000	2,000	1,000	1,000	1,000	1,000	1,000	125,000
Year 3	44,370	42,630	14,000	13,000	4,000	2,000	1,000	1,000	1,000	1,000	1,000	125,000
Year 4	44,370	42,630	14,000	13,000	4,000	2,000	1,000	1,000	1,000	1,000	1,000	125,000
Year 5	44,370	42,630	14,000	13,000	4,000	2,000	1,000	1,000	1,000	1,000	1,000	125,000
TOTAL	221,850	213,150	70,000	65,000	20,000	10,000	5,000	5,000	5,000	5,000	5,000	625,000

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EXHIBIT "F"

DALNET  
CAPACITY REQUIREMENTS

JULY, 1986

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)*	(J)
LIBRARY	NUMBER OF TITLES	%	NUMBER OF TERMINALS	%	AVER. %	NUMBER OF CIRCS.	%	AVER. %	% OF NON-WSUL CAPACITY / BY UNUSED CAPACITY
WSUL	430,000	29.84%	59	24.38%	27.11%	222,938	13.06%	22.43%	
DAL	500,000	34.70%	88	36.36%	35.53%	1,200,000	70.28%	47.11%	61%
U OF D	253,000	17.56%	34	14.05%	15.80%	36,000	2.11%	11.24%	14%
OAKLAND	192,000	13.33%	25	10.33%	11.83%	100,000	5.86%	9.84%	13%
WCCC	28,000	1.94%	15	6.20%	4.07%	34,000	1.99%	3.38%	4%
BOTSFORD	2,400	0.17%	3	1.24%	0.70%	8,500	0.50%	0.63%	1
CHILDREN'S	2,000	0.14%	3	1.24%	0.69%	5,000	0.29%	0.56%	1%
HARPER	8,500	0.59%	3	1.24%	0.91%	12,000	0.70%	0.84%	1%
MT. CARMEL	2,600	0.18%	3	1.24%	0.71%	7,500	0.44%	0.62%	1%
OAKWOOD	6,300	0.44%	3	1.24%	0.84%	6,500	0.38%	0.69%	1%
SINAI	7,600	0.53%	3	1.24%	0.88%	30,000	1.76%	1.17%	1%
WM. BEAUMONT	8,500	0.59%	3	1.24%	0.91%	45,000	2.64%	1.49%	2%
	1,440,900	100.00%	242	100.00%	100.00%	1,707,438	100.00%	100.00%	100%

\* FORMULA FOR COLUMN I : (C+E+H)/3

DALNET  
CAPACITY REQUIREMENTS

JULY, 1987

LIBRARY	NUMBER OF TITLES	%	NUMBER OF TERMINALS	%	AVER. %	NUMBER OF CIRCS.	%	AVER. %	20% NON-WSUL
									CAPACITY / BY UNUSED CAPACITY
WSUL	530,000	30.08%	139	36.68%	33.38%	234,085	11.63%	26.13%	
DAL	675,000	38.31%	135	35.62%	36.96%	1,475,000	73.29%	49.07%	66%
U OF D	264,000	14.98%	34	8.97%	11.98%	39,600	1.97%	8.64%	12%
OAKLAND	222,000	12.60%	25	6.60%	9.60%	110,000	5.47%	8.22%	11%
WCCC	32,000	1.82%	24	6.33%	4.07%	35,000	1.74%	3.30%	4%
BOTSFORD	2,500	0.14%	3	0.79%	0.47%	9,000	0.45%	0.46%	1%
CHILDREN'S	2,100	0.12%	3	0.79%	0.46%	5,500	0.27%	0.39%	1%
HARPER	8,750	0.50%	3	0.79%	0.64%	12,000	0.60%	0.63%	1%
MT. CARMEL	2,700	0.15%	3	0.79%	0.47%	8,000	0.40%	0.45%	1%
OAKWOOD	6,400	0.36%	3	0.79%	0.58%	7,000	0.35%	0.50%	1%
SINAI	7,700	0.44%	3	0.79%	0.61%	31,000	1.54%	0.92%	1%
WM. BEAUMONT	9,000	0.51%	4	1.06%	0.78%	46,500	2.31%	1.29%	1%
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	1,762,150	100.00%	379	100.00%	100.00%	2,012,685	100.00%	100.00%	100%

DALNET  
CAPACITY REQUIREMENTS

JULY, 1988

LIBRARY	NUMBER OF TITLES	%	NUMBER OF TERMINALS	%	AVER. %	NUMBER OF CIRCS.	%	AVER. %	% NON-MSUL CAPACITY / BY UNUSED CAPACITY
MSUL	630,000	32.22%	179	30.00%	31.15%	245,789	11.22%	24.51%	
DAL	720,000	36.82%	246	41.34%	39.08%	1,622,500	74.04%	50.74%	67%
U OF D	275,000	14.06%	60	10.00%	12.07%	43,600	1.99%	8.71%	11%
OAKLAND	252,000	12.89%	40	6.72%	9.81%	120,000	5.48%	8.36%	10%
WCCC	36,000	1.84%	48	8.07%	4.95%	36,000	1.64%	3.85%	5%
BOTSFORD	2,600	0.13%	3	0.50%	0.32%	9,500	0.43%	0.36%	1%
CHILDREN'S	2,200	0.11%	3	0.50%	0.31%	6,000	0.27%	0.30%	1%
HARPER	11,000	0.56%	3	0.50%	0.53%	12,000	0.55%	0.54%	1%
MT. CARMEL	2,800	0.14%	3	0.50%	0.32%	8,500	0.39%	0.35%	1%
OAKWOOD	6,500	0.33%	3	0.50%	0.42%	7,500	0.34%	0.39%	1%
SINAI	7,800	0.40%	3	0.50%	0.45%	32,000	1.46%	0.79%	1%
WM. BEAUMONT	9,500	0.49%	4	0.67%	0.58%	48,000	2.19%	1.12%	1%
	1,955,400	100.00%	595	100.00%	100.00%	2,191,389	100.00%	100.00%	100%

DALNET  
CAPACITY REQUIREMENTS

JULY, 1989

LIBRARY	NUMBER		NUMBER OF		NUMBER			
	OF TITLES	%	TERMINALS	%	AVER. %	OF CIRCS.	%	AVER. %
NSUL	730,000	34.09%	179	29.68%	31.89%	258,078	10.53%	24.77%
DAL	760,000	35.49%	253	41.96%	38.73%	1,784,750	72.85%	50.10%
U OF D	286,000	13.36%	60	9.95%	11.65%	48,000	1.96%	8.42%
OAKLAND	282,000	13.17%	40	6.63%	9.90%	130,000	5.31%	8.37%
MCCC	40,000	1.87%	48	7.96%	4.91%	41,000	1.67%	3.83%
BOTSFORD	2,700	0.13%	3	0.50%	0.31%	70,000	2.86%	1.16%
CHILDREN'S	2,300	0.11%	4	0.66%	0.39%	6,500	0.27%	0.35%
HARPER	11,250	0.53%	3	0.50%	0.51%	12,000	0.49%	0.50%
MT. CARMEL	2,900	0.14%	3	0.50%	0.32%	9,000	0.37%	0.33%
OAKWOOD	6,600	0.31%	3	0.50%	0.40%	8,000	0.33%	0.38%
SINAI	7,900	0.37%	3	0.50%	0.43%	33,000	1.35%	0.74%
WM. BEAUMONT	9,500	0.44%	4	0.66%	0.55%	49,500	2.02%	1.04%
	2,141,150	100.00%	603	100.00%	100.00%	2,449,828	100.00%	100.00%



DALNET  
CAPACITY REQUIREMENTS

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JULY, 1990

LIBRARY	NUMBER OF TITLES	%	NUMBER OF TERMINALS	%	AVER. %	NUMBER OF CIRCS.	%	AVER. %
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WSUL	830,000	35.67%	200	29.37%	32.52%	270,982	10.40%	25.15%
DAL	800,000	34.38%	279	40.97%	37.67%	1,963,225	75.35%	50.23%
U OF D	297,000	12.76%	72	10.57%	11.67%	52,800	2.03%	8.45%
OAKLAND	312,000	13.41%	52	7.64%	10.52%	140,000	5.37%	8.81%
MCCC	44,000	1.89%	55	8.08%	4.98%	46,000	1.77%	3.91%
BOTSFORD	2,800	0.12%	3	0.44%	0.28%	10,500	0.40%	0.32%
CHILDREN'S	2,400	0.10%	4	0.59%	0.35%	7,000	0.27%	0.32%
HARPER	11,500	0.49%	3	0.44%	0.47%	12,000	0.46%	0.47%
MT. CARMEL	3,000	0.13%	3	0.44%	0.28%	9,500	0.36%	0.31%
OAKWOOD	6,700	0.29%	3	0.44%	0.36%	8,500	0.33%	0.35%
SINAI	8,000	0.34%	3	0.44%	0.39%	34,000	1.30%	0.70%
WH. BEAUMONT	9,500	0.41%	4	0.59%	0.50%	51,000	1.96%	0.98%
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	2,326,900	100.00%	681	100.00%	100.00%	2,605,507	100.00%	100.00%

EXHIBIT "G"

DEPRECIATION OF CENTRAL SITE  
EQUIPMENT

Straight-Line Depreciation Expense  
for Central Site Equipment

<u>Item</u>	<u>Equipment Value</u>	<u>Depreciation Expense @ 20% Per Year for 5 Years</u>
CPU, P2	\$533,605	\$106,721/yr.
Disk Drives & Controller	\$222,267	\$ 44,453/yr.