

AGREEMENT BETWEEN
BERLIN PUBLIC LIBRARY,
FOND DU LAC PUBLIC LIBRARY
NEENAH PUBLIC LIBRARY
OSHKOSH PUBLIC LIBRARY,
ELISHA D. SMITH PUBLIC LIBRARY,
RIPON PUBLIC LIBRARY
AND
WINNEFOX LIBRARY SYSTEM
FOR AUTOMATED LIBRARY SERVICES

This agreement, revised and entered into this 28 day of May, 2003 by and between Berlin Public Library, Fond du Lac Public Library, Neenah Public Library, Oshkosh Public Library, Elisha D. Smith Public Library, Ripon Public Library (hereinafter referred to as the "Libraries") and the Winnefox Library System (hereinafter referred to as "Winnefox").

WITNESSETH:

WHEREAS, the Berlin Public Library, located at 121 West Park Avenue, Berlin, WI, 54923, currently operates a public library service in the city of Berlin and Green lake County known as the Berlin Public Library; and

WHEREAS, the Fond du Lac Public Library, located at 32 Sheboygan Street, Fond du Lac, WI, 54935, currently operates a public library service in the city of Fond du Lac and Fond du Lac County known as the Fond du Lac Public Library; and

WHEREAS, the Neenah Public Library, located at 240 E. Wisconsin Avenue, Neenah, WI, 54956, currently operates a public library service in the city of Neenah and Winnebago County known as the Neenah Public Library; and

WHEREAS, Oshkosh Public Library, located at 106 Washington Ave., Oshkosh, WI, 54901, currently operates a public library service in the city of Oshkosh and Winnebago County known as Oshkosh Public Library; and

WHEREAS, the Elisha D. Smith Library, located at 440 First Street, Menasha, WI, 54952, currently operates a public library service in the city of Menasha and Winnebago County known as the Elisha D. Smith Public Library; and

WHEREAS, the Ripon Public Library, located at 120 Jefferson Street, Ripon, WI 54971, currently operates a public library service in the city of Ripon and Fond du Lac County known as the Ripon Public Library; and

WHEREAS, the Winnefox Library System, located at 106 Washington Ave., Oshkosh, WI, 54901, currently operates a public library system which encompasses the counties of Fond du Lac, Green Lake, Marquette, Waushara, and Winnebago, and also administers a separately established and funded program entitled Winnefox Automated Library Services (hereinafter referred to as WALS); and

WHEREAS, pursuant to Wisconsin Statutes, Section 66.0301, it is mutually beneficial to the Libraries and Winnefox to enter into an agreement for the System to provide automated library services; and

WHEREAS, the governing bodies of the Libraries and Winnefox have duly adopted resolutions authorizing the execution of this Agreement,

NOW, THEREFORE, BE IT RESOLVED that the Libraries and Winnefox for and in consideration of mutual covenants and undertakings herein contained do agree to the expansion of a program under Winnefox called Winnefox Automated Library Services, hereinafter referred to as WALS by which parties to this agreement may receive automated library services in accordance with the following provisions:

1. The purpose of WALS is to acquire, own, and operate a shared, integrated automated library system and telecommunications network providing at least the following functions: circulation control, on-line catalog, acquisitions, e-mail, PC support, and Internet access.
2. Automated library services may be obtained by other libraries that subsequently become parties to this agreement under the provisions of this agreement. These provisions may be modified by consent of the governing boards of the Libraries and Winnefox.
3. This agreement shall be in full force commencing with the date of its execution and perpetually thereafter unless modified or terminated by the governing boards of the Libraries and Winnefox.
4. The amounts listed in Schedule A are to be paid to WALS upon billing and represent normal startup costs. The WALS membership fee to be paid by Fond du Lac is listed under Startup Costs and represents repayment for lost computer system capacity and prior infrastructure investment for existing members.
5. The costs for annual operations and maintenance shall be shared using the formula described in this section. These costs shall include maintenance of hardware and software, database records, personnel, equipment, supplies, and certain charges such as utilities, air conditioning maintenance, and insurance. These costs shall be determined each year as a part of the WALS budget process.

- a. The formula for allocating all ongoing shared costs shall be determined by calculating the average of the following two (2) percentages: proportion of annual circulation transactions; and proportion of item and patron file sizes.
 - b. The averages shall be calculated each year when the annual WALS budget is prepared and shall be used to allocate costs for the coming year.
 - c. The annual WALS budget shall be completed in accordance with the budget timelines of the Libraries and Winnefox, and in sufficient detail to support the figures requested.
 - d. The Libraries and Winnefox shall share annual operations costs when their equipment is installed and training is received for inventory conversion and patron record creation.
 - e. The libraries and Winnefox shall make up any budget shortages or unanticipated expenses in accordance with the funding formula. Budget overruns under \$10,000 collectively may be authorized by the Executive Council.
6. The Libraries and Winnefox shall be required to contribute annually to a Shared Capital Reserve Fund to be used for replacement and/or improvement of the central site computer systems and/or telecommunications network. Withdrawal from this Agreement by any party shall not entitle them to their share of these reserve funds. The annual amount required will be established within the WALS budget process each year, and allocated upon the annual formula in paragraph #4.
7. The Libraries and Winnefox shall be directly responsible for the purchase and maintenance costs for all equipment located at their own locations, such as PCs, switches, routers and self-charge equipment. Each shall also be responsible for any other costs that are related solely to the support of such equipment, such as telecommunications charges. The purchase of the initial local equipment shall be made through WALS. Each may buy subsequent additional equipment directly from a vendor or through WALS.
- a. The Libraries and Winnefox shall each be responsible for the purchase of their own direct supplies such as library cards and barcodes. The purchase of supplies may be coordinated through WALS.
 - b. The Libraries and Winnefox shall each be responsible for any necessary cabling and electrical work needed to connect their equipment. The contracts for such work may be coordinated through WALS.
8. The Libraries and Winnefox shall pay their share of costs for paragraphs #4, 5, & 6 into a WALS fund to be maintained separately from other Winnefox funds and under

terms of this Agreement to assure the ability of Winnefox to meet its contractual obligations with vendors.

- a. Each year's budget payments are due upon billing at the beginning of each fiscal year.
- b. Failure to comply with the payment provisions of this Agreement, may result in the following:
 - for accounts 1-60 days past due – nine percent (9%) interest on amounts delinquent
 - for accounts 61-120 days overdue – eighteen percent (18%) interest on amounts delinquent
 - for accounts 121-180 days overdue – cessation of some or all automation services
 - for accounts 181 days or more overdue – loss of all ownership rights and/or attachment of assets.

Terms for all accounts shall be due net 60 days from invoice date.

9. The WALS subprogram is included each year as a part of Winnefox's general audit requirements and copies of the audit shall be provided to the libraries and Winnefox.
10. All contracts shall be between Winnefox and vendors. The Director of Winnefox is authorized to execute such contracts as are necessary to implement this agreement.
11. An Executive Council consisting of the Administrators of the Libraries and Winnefox will administer WALS. All decisions associated with terms and provisions of this Agreement shall be based on voting shares based upon their share of system costs in paragraph #4. The Winnefox Board will approve expenditures. Regular reports will be made to the respective Boards.
 - a. Technical Advisory Groups may be formed consisting of the WALS Technology Coordinator and a designated Operations liaison for the Libraries and Winnefox. These groups will deal with operational considerations and make recommendations to the Executive Council.
12. Winnefox will insure and hold title to the shared, central site equipment. By virtue of this Agreement and the cost-sharing formula, the Libraries and Winnefox retain proportional ownership rights.
 - a. Equipment purchased on behalf of libraries by Winnefox, for use in their facilities, shall be owned and insured by the libraries.

13. A party may withdraw from this Agreement with at least six (6) months written notice. A buyout option shall then exist and a fair market value shall be paid to the appropriate parties.
- a. A party is entitled to a copy of its bibliographic, item and patron records upon withdrawal. The withdrawing party shall be responsible for costs associated with receiving a copy and any costs associated with cleaning up the remaining database for remaining parties.
 - b. Upon dissolution of WALS, the depreciation reserve funds and all other assets shall be distributed to the Libraries and Winnefox in accordance with paragraphs #12 and 13.
14. The Libraries and Winnefox shall hold each other harmless for any damages, which occur to the assets that are the subject of this Agreement.
15. Should there be any dispute as to any of the provisions of this Agreement, they will be resolved by arbitration in accordance with the rules and regulations of the American Arbitration Association and the results of said arbitrations shall be binding upon the parties. The costs of such arbitration proceedings shall be divided equally between the Libraries and Winnefox.

IN WITNESS WHEREOF, the Libraries and Winnefox have hereunto set their hands and seals the date first above written.

BERLIN PUBLIC LIBRARY

By: Kay Roethel
Kay Roethel, President

And: Karen Peterson
Karen Peterson, Director

OSHKOSH PUBLIC LIBRARY

By: Susanne Barton

And: John V. Nichols
John V. Nichols, Director

NEENAH PUBLIC LIBRARY

By: Judith Malueg
Judith Malueg, President

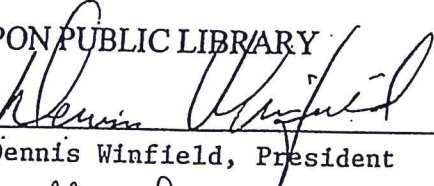
And: Stephen Proces
Stephen Proces, Director

ELISHA D. SMITH PUBLIC LIBRARY

By: Colleen Canale
Colleen Canale, President

And: Jack Fry
Jack Fry, Director

RIPON PUBLIC LIBRARY

By: 
Dennis Winfield, President

And: 
Alan Jorgenson, Director

FOND DU LAC PUBLIC LIBRARY

By: 
Daniel Hintze, President

And: 
Ken Hall, Director

WINNEFOX LIBRARY SYSTEM

By: 
Byron Olson, President

And: 
John V. Nichols, Director

Attachments:

- A. Winnefox Automated Library Services; Schedule A; Fond du Lac Public Library; April 9, 2003.