

WINNEFOX LIBRARY SYSTEM
COOPERATIVE TECHNICAL SERVICES

MEMBERSHIP AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2003, by and between the _____ Public Library (hereinafter referred to as the "Library") and the Winnefox Library System (hereinafter referred to as "Winnefox").

Whereas, the _____ Public Library, whose address is _____, currently operates a public library service in the City of _____ and _____ County; and

Whereas, the Winnefox Library System, whose address is 106 Washington Avenue, Oshkosh, WI 54901, currently operates a public library system which encompasses the counties of Fond du Lac, Green Lake, Marquette, Waushara, and Winnebago; and

Whereas, pursuant to Wisconsin Statutes, Section 66.0301, it is mutually beneficial to the Library and Winnefox to enter into an agreement for the System to provide automation, technical and other support services; and

Whereas, the County Plans of Library Service for Green Lake, Marquette and Waushara counties provides funding for all county libraries to participate in the Winnefox Cooperative Technical Services subprogram; and

Whereas, the governing bodies of the Library and Winnefox have taken *action* authorizing the execution of this Agreement;

Now, Therefore, Be It Resolved that the Library and Winnefox for and in consideration of mutual covenants and undertakings herein contained do agree to the establishment of a program under Winnefox called Winnefox Cooperative Technical Services, hereinafter referred to as WCTS by which parties to this agreement may receive technical and other cooperative library services in accordance with the following provisions:

1. The purpose of WCTS is to strengthen and improve local libraries through programs of cooperative review, selection, purchase and cataloging of materials; cooperative sharing of library materials and consultative services; shared automated library services; and providing opportunities for other cooperative enterprise.
2. Cooperative technical services and other services may be obtained by Winnefox member libraries by approval and funding of a membership agreement. These provisions may be modified by mutual consent of the governing boards of the Libraries and Winnefox.
3. The term of this agreement shall be 5 years effective January 1, 2003 through December 31, 2008.
4. The costs for annual operations, maintenance and capital expenditures shall be shared by all participating libraries. Costs are determined by a formula based on the Library's proportional share of services requested, and county funds appropriated.
 - A. The annual WCTS budget shall be completed in accordance with the budget timelines of the Counties, Libraries and Winnefox, and in sufficient detail to support the figures requested.

The participating libraries shall share the annual operations costs in accordance with provisions

and allocations of the respective County Plans for Library Service or an individual library agreement.

- B. Service requests made above normal library operations or extraordinary materials purchases may require additional charges to the member library. Written requests for such service shall be made to the Executive Council for determination of fees.
- C. The Library shall be directly responsible for the purchase of all library materials ordered for its own collection. The purchase of materials is coordinated through WCTS. Each library is invoiced for materials received and payment is due upon billing. In individual Library accounts, failure to comply with the payment provisions of this Agreement, may result in the following:

- 1. For accounts 61-90 days overdue – 1.5% per month interest on amounts delinquent.
- 2. For accounts 91 days overdue – services may be suspended.

- 5. Funds provided by the County Plan for annual operation of WCTS shall be paid into the WCTS fund to be accounted for separately from other Winnefox funds. Terms of this Agreement should insure the ability of Winnefox to meet its contractual obligations with vendors. The county budget payments are due in accordance with the County Plan and Agreement.
- 6. As a sub-program of Winnefox, WCTS is included in the Winnefox audit.
- 7. 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.
- 8. An Executive Council of 7 members consisting of 6 administrators of participating libraries and 1 Winnefox representative, the Assistant Director, will serve in an advisory capacity to Winnefox in regard to the administration of WCTS. Two council representatives shall be elected by the library administrators within each participating county in accordance with the following formula:

Green Lake County: 2 – at large
Waushara County: 2 – at large
Marquette County: 2 – at large
Winnefox: 1 – voting only in case of tie votes

Executive Council members shall serve for terms of 2 years. Vacancies shall be filled for unexpired terms by election of the respective County Librarians Advisory Committee.

- 9. Winnefox shall exercise such authority as granted by Chapter 43, Wisconsin Statutes, with regard to administration of this subprogram. All expenditures will be approved by the Winnefox Board. WCTS Executive Committee members shall receive a copy of Winnefox Board Reports. Regular reports will be made to the member libraries.
- 10. Title to the WCTS assets shall be held by Winnefox. Insurance costs are considered to be part of the operations cost of the subprogram. By virtue of this Agreement and the County Plan of Library Service, the libraries retain ownership rights.
- 11. A Library may withdraw from this Agreement with written notice by registered mail to Winnefox on or before April 30 of the year prior to withdrawal.

12. If at any time should WCTS be dissolved, all the material assets owned and accumulated by the program shall be distributed proportionately to libraries participating at the time of the dissolution after all liabilities incurred by WCTS have been eliminated, except those assets purchased with federal or state funds the disposition of which must be in the manner required by law. Proportionate distribution of assets shall be in accordance with guidelines established by the Executive Council.
13. The Library and Winnefox shall hold each other harmless for any damages that occur to the assets, which are the subject of this Agreement.
14. 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 arbitration shall be binding upon the parties. The costs of such arbitration proceedings shall be divided equally between the Library and Winnefox.

In Witness whereof, the Library and Winnefox have hereunto set their hands:

LIBRARY

By: _____
Library Board President

And: _____
Library Director

Date: _____

WINNEFOX LIBRARY SYSTEM

By: _____
Winnefox Board President

And: _____
Winnefox Director

Date: _____