

# MEMBER AGREEMENT

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THIS AGREEMENT is by and between Winnefox Library System, a public library system organized in accordance with Chapter 43 of the Wisconsin Statutes, hereinafter called "WINNEFOX," and (name) Public Library, a municipal library organized under 43.52, and 43.53 if a joint library, and 43.54, Wis. Stats., hereinafter called "LIBRARY."

WHEREAS, in accordance with Wisconsin Statutes, Section 43.15(4)(c), a municipal, county or joint public library may participate in a public library system if it meets all of the following requirements:

1. Is established under this chapter.
2. Is located in a county that participates in a public library system.
3. Is authorized by its municipal governing body to participate in the public library system.
4. Enters into a written agreement with the public library system board to participate in the system and its activities, to participate in interlibrary loan of materials with other system libraries and to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library. This subdivision does not prohibit a municipal, county or joint public library from giving preference to its residents in library group programs held for children or adults if the library limits the number of persons who may participate in the group program.
5. Is funded by the municipal or county governing body at a level no lower than the average of the previous 3 years.
6. Employs a head librarian holding current public library certification from the department of public instruction.

WHEREAS, Winnefox has been organized and operates as a federated public library system within the meaning of Section 43.19 Wisconsin Statutes, and

WHEREAS, Winnefox, pursuant to Section 43.24(2) Wisconsin Statutes, must, in order to qualify for and maintain its eligibility for state aid . . . ensure that all of the following are provided:

- a. Interlibrary loan materials among all participating public libraries as evidenced by agreements with those libraries.
- b. Backup reference and interlibrary loan services from the system resource library including the development of and access to specialized collections, as evidenced by agreement with that library.
- c. The establishment of agreements to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library, except for the group

programming preference authorized under s.43.15(4)(c)4.

- d. Referral or routing of reference and interlibrary loan requests from libraries within the system to libraries within and outside the system, as evidenced by a plan and service program.
- e. In-service training for participating public library personnel within the system as evidenced by a plan and a service program.
- f. Rapid and regular delivery and communication systems for participating public libraries as evidenced by a written plan and service program. Electronic delivery of information and physical delivery of library materials to participating libraries.
- g. Service agreements with all adjacent library systems as evidenced by the agreements.
- h. Professional consultant services to participating public libraries and counties as evidenced by a written plan and a service program.
- i. Any other service programs designed to meet the needs of participating public libraries and the residents of the system area, as determined by the public library system board after consultation with participating public libraries.
- j. Continuous planning with the division and with participating public libraries and counties in the area in regard to developing the library materials collection to meet the service needs as evidenced by a written collection development plan.
- k. Continuous planning with the division and with participating public libraries and counties in the area in regard to providing service to users with special needs and the coordination and implementation of a plan of service as evidenced by the written plan and documentation of its implementation.
- l. Cooperation and continuous planning with other types of libraries in the area which results in agreements with those libraries for the appropriate sharing of library resources to benefit the clientele of all libraries in the system area and a written plan for furthering cooperative activities among all types of libraries.
- m. Continuous planning with the division and with participating public libraries and counties in the area in regard to the library automation and technical services as evidenced by a written plan,
- n. If the system reimburses a participating public library for the costs of providing interlibrary borrowing services to an individual who holds a valid borrower's card of another participating public library, the reimbursement shall not exceed the actual costs incurred by the public library in providing such services. The department shall promulgate rules for determining actual costs for the purposes of this paragraph.

and

WHEREAS, the City/Village/Town (name or names) has/have authorized the (name) Public Library to participate in the Winnefox Library System which resolution has been provided to Winnefox, now

IT IS HEREBY AGREED as follows:

1. The Library shall:

- a. Comply with the requirements for participation in a public library system as stated in Wisconsin State Statutes [s.43.15(4)(c)].
- b. Provide on-site borrower access to any resident of (name) County under terms and conditions of the Agreement in force between Winnefox and (name) County (incorporated hereto by reference).
- c. Honor valid borrower's cards of any Winnefox member libraries under terms of the Agreement in force between Winnefox and (name) County (incorporated hereto by reference).
- d. To allow access to borrower records by an official of the County under terms of the Agreement in force between Winnefox and (name) County as stated in Wisconsin State Statute [s.43.12(4)].
- e. To seat such library board members as (name) County is entitled to under 43.60(3), Wisconsin Statutes.
- f. Allow interloan of library materials to all public libraries participating in Winnefox in compliance with 43.24(2)(a), Wisconsin Statutes.
- g. Provide as complete a report as possible of borrower registration and/or circulation figures and operating budget information as is required for determination of the budget request from County funds in accordance with terms of the Agreement in force between Winnefox and (name) County (incorporated hereto by reference) and as stated in Wisconsin State Statute [s.43.12(1)(2)].
- h. To be eligible to participate in the Winnefox Cooperative Technical Services (WCTS) program, the library shall approve the WCTS Membership Agreement.
- i. Provide such operational or financial reports as Winnefox from time to time may reasonably require.
- j. Actively participate in planning, coordination and implementation of countywide library services in cooperation with Winnefox and as outlined in Wisconsin State Statute [s.43.11].

2. The Winnefox Library System shall:

- a. Provide to the Library, as a member in good standing, all Winnefox services to which the Library is statutorily or contractually entitled, including, but not limited to: interlibrary loan and reference and referral services; on-site borrower access by your residents to other Winnefox member libraries; in-service training opportunities; delivery and telecommunication services; consultant services; and such other services as the system may provide
- b. Provide a mechanism for reimbursement for countywide library service in accordance with Agreement between Winnefox and (name) County (incorporated hereto by reference).
- c. Winnefox shall disburse funds to each member library in (name) County upon receipt from (name) County.

3. This Agreement shall continue in force until it is terminated by either party upon the provision of 6 month's advance written notice of termination.

4. This Agreement is subject to amendment at any time by mutual agreement of both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200

IN PRESENCE OF: [Name] LIBRARY ("LIBRARY")

\_\_\_\_\_ By: \_\_\_\_\_

Library Board President

Library Board Secretary

IN PRESENCE OF: WINNEFOX LIBRARY SYSTEM ("WINNEFOX")

\_\_\_\_\_ By: \_\_\_\_\_

System Board President

System Board Secretary