## Participant Agreement

## **REVISED 10/10/00**

## Wisconsin Public Library Consortium

Member Agency: Winnefox Library System— agrees to participate in the cooperative purchasing and/or licensing of ebook titles and such other cooperative activities as the Wisconsin Public Library Consortium may from time to time decide to undertake, and to abide by the Wisconsin Public Library Consortium Operating Principles as described in attached pages.

Date: 11/28/2000

Authorizing Signatur	

**INITIAL MEMBER START-UP FEE:** start up fees are based on service area population as indicated in the most recent Wisconsin Library Service Record. Initial members are limited to those seven public library systems and one resource library who are participants in the initial Wisconsin Advanced Telecommunications Foundation grant for experimentation with electronic books.

Leve	el 1: (Population up to 300,000 FTE)	\$6,000
Leve	el 2: (300,001 to 600,000)	\$9,000
Leve	el 3: (Over 600,001)	\$12,000

ADDITIONAL MEMBER START-UP FEE: Additional members are those public libraries and public library systems joining the consortium on or after January 1, 2001. The higher startup fee represents the sum required to "buy in" to the existing shared electronic collection as well as to expand this collection to enable usage by the new members without service denigration.

Level 1: (Population up to 300,000 FTE)	\$8,000
Level 2: (300,001 to 600,000)	\$12,000
Level 3: (600,001 to 900,000)	\$15,000
Level 4: (Over 900,001)	\$20,000

## Consortium Operating Principles

- Any Wisconsin public library or public library system is eligible to participate in the Wisconsin Public Library Consortium (hereinafter referred to as the Consortium).
- The Consortium retains full decision making authority regarding the assessment of consortium fees and expenditure of funds collected from members and in determining eligibility for participation in the Consortium Shared Collection.
- 3. All Consortium members will have access to all shared electronic titles purchased by the Consortium. Consortium members who choose to offer remote (i.e., outside the library) access to these materials must make such access available to the entire population of their system areas in keeping with Wisconsin Statutes.
- 4. Each Consortium member will designate a representative to vote on policy and budget decisions as well as decisions on collection development. Each member of the Consortium shall have one vote. Meetings shall be run in accordance with the newest edition of "Robert's Rules of Order". The Consortium will annually elect a Chair to direct the business of the Consortium including presiding at Consortium meetings, and any other such officers as it deems necessary. Subsequent to the initial WATF grant period, the Consortium will contract with one of its members or another agency to act as its agent and business manager on such terms as it decides. The Consortium may form any committees and/or task forces that it deems necessary to its operation, and dissolve any such subgroups that it deems no longer necessary. The Consortium may develop additional operating principles as required.
- 5. The initial grant period (June 2000 December 2001) is considered a pilot. The Consortium members will decide how to proceed thereafter. If and when the group decides to assess additional fees to continue growing the collection, then each member must either stay with the group and pay the annual fee, or opt out of the group and thereby give up access to the shared collection. Libraries that do opt out of the group, but wish to return to the group at a later time will be assessed a "rejoining" fee. (Fee to be determined by the remaining Consortium members). If and when the Consortium members decide not to continue the collection, or any other such activities as the Consortium shall have undertaken, then any funds set aside for such activities (other than WATF Grant Funds or any other legally restricted funds) will be returned to current members pro-rated according to members' payments to that date.

Consortium members agree that "additional fees" as described above will be assessed no more often than annually beginning in 2002. It is anticipated that they will be no more than \$2,000 for each Level 1 member, \$3,000 for each Level 2 member, \$4,000 for each Level 3 member, and \$5,000 for each Level 4 member. The actual amount, if any, however, shall be set by vote of the Consortium.

- 6. The Consortium will develop guidelines to accompany these operating principles. These should include book selection methodologies and policies, the determination of circulation periods, and so forth.
- 7. The Consortium discourages the purchase of titles by individual members that will not be part of the Shared Collection. Any member that wishes to use its own funds to purchase titles of its own choosing and add them to the Shared Collection may do so at any time. However, orders must be placed through the Consortium.
- 8. The Consortium members agree that titles from the shared electronic collection will only be made available to the Consortium membership.
- Additional members of the Consortium (i.e. members joining January 1, 2001 or later) are not entitled to other goods and services directly funded by the initial WATF grant beyond shared electronic titles.