

**2022 Facilities Transition Agreement**  
Outagamie Waupaca Library System  
Appleton Public Library

**Article I: General**

The Outagamie Waupaca Library System Board and the Board of the Appleton Public Library do hereby enter into this agreement, for the purpose of defining the mutually agreed upon facilities transition plan between the Appleton Public Library and the Outagamie Waupaca Library System. This agreement shall become effective upon the approval by both Boards and shall work in concert with the approved Services Agreement and Resource Library Contract.

**Article II: Definitions**

For the purposes of this agreement:

- (1) Outagamie Waupaca Library System Board is the body established by the Boards of Supervisors of Outagamie County and Waupaca County in accordance with Section 43.19 of the *Wisconsin Statutes*.
- (2) Outagamie Waupaca Library System, hereinafter OWLS, is the agency established under Section 43.15 of the *Wisconsin Statutes* and operating under the System Board to provide and administer the public library system for Outagamie and Waupaca Counties.
- (3) The Appleton Public Library Board is the body, established under the provisions of Section 43.54 of the *Wisconsin Statutes*, that administers the Appleton Public Library.
- (4) The Appleton Public Library, hereafter APL, is the agency established under Section 43.52 of the *Wisconsin Statutes* by the City of Appleton to provide municipal public library service.
- (5) OWLSnet is a program established by OWLS to provide a shared, integrated library automation system to OWLS and Nicolet Federated Library System member libraries.
- (6) The original OWLS and APL site, located at 225 N. Oneida Street, Appleton, WI 54911, will be referred to as the “Oneida” location.
- (7) OWLS offices will be relocated to 3373 W. Brewster Street, Appleton, WI 54914 and will be referred to as the “Brewster” location.
- (8) APL will be temporarily relocated to 2411 S. Kensington Drive, Appleton, WI 54915 and will be referred to as the “Kensington” location.

**Article III: Data Phases**

- (1) OWLS will work with APL to move APL from a copper connection to the OWLS firewall and data circuit and provide a Badgernet cloud connection at the Oneida location.
- (2) OWLS will establish a data connection for OWLSnet at the Brewster location.
- (3) OWLS and APL will establish a data connection at the Kensington location.
  - a. OWLS is responsible for coordinating with TEACH/AT&T to install fiber, install network hardware, and establish service.
  - b. APL is responsible for providing necessary infrastructure, including PVC conduit to run fiber from the entry point in the building to the server room, electrical outlets in the server room, and a rack or shelf for the network equipment.

- c. APL is responsible for moving their internal network hardware and servers.

#### **Article IV: Delivery**

- (1) OWLS shall continue sorting in APL until APL closes to the public at the Oneida location. APL will take over sorting at the Kensington location.

#### **Article V: OWLS Operations**

- (1) OWLS will move into the Brewster location as soon as is practical after the completion of their office set up.
- (2) OWLS will return APL property such as staff access cards.
- (3) APL will terminate OWLS staff access to the Oneida facility and remove OWLS staff from the security system when OWLS has completed their move.

#### **Article VI: Lease**

- (1) OWLS lease rate shall be prorated based on the current annual lease of \$30,000 resulting in a monthly lease of \$2,500 for the duration of their tenancy at the Oneida location. Partial months will be prorated at a lease rate of \$80/day.
- (2) Lease will be considered terminated upon APL receipt of OWLS access cards. The OWLS Network Manager will continue to have access to the Oneida facility until all OWLSnet and APL data services at that location are terminated.

#### **Article VII: Mutual Understandings**

It is mutually understood and agreed that:

- (1) Implementation of this agreement is consistent with the provisions of Wisconsin law. Should any part of this agreement become inconsistent with any state law, the State of Wisconsin law shall take precedence over this agreement.
- (2) This agreement may be amended at any time as is mutually agreeable to both parties.

SIGNATURES TO FOLLOW ON NEXT PAGE

For the Appleton Public Library:

---

(President)

(Date)

For the Outagamie Waupaca Counties  
Federated Library System:

---

(President)

(Date)