

Automation Services Agreement
Outagamie Waupaca Library System
Appleton Public Library

Article I: General

The Outagamie Waupaca Library System and the Appleton Public Library do hereby enter into an agreement as authorized by Chapter 43, *Wisconsin Statutes*, for the purpose of participating in a library automation network providing, but not limited to, the following functions and services: resource sharing, circulation control, cataloging, online public access catalog, acquisitions, and Internet access.

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, also referred to as 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, also referred to as APL, is the agency established under Section 43.57 of the *Wisconsin Statutes* by the City of Appleton to provide municipal public library service.
- (5) The shared library automation network, also known as OWLSnet, is a program established by OWLS to provide an integrated library automation system and network services to OWLS, NFLS and other area libraries.

Article III: Outagamie Waupaca Library System Responsibilities

It is mutually agreed that OWLS shall:

- (1) Provide to APL all of the automated library functions available from OWLSnet during all hours that APL is regularly open. All reasonable efforts will be made to minimize the amount of time in which OWLSnet, or any portion of OWLSnet, is unavailable for normal operations.
- (2) Abide by the terms specified in this agreement, the OWLSnet bylaws, and OWLSnet policies and procedures.
- (3) Contribute financially to the operation of OWLSnet in accordance with the annual OWLSnet budget.
- (4) Acquire appropriate products from vendors as requested by APL and deliver or install the products at the desired branch public library location according to a mutually agreed upon schedule.
- (5) Invoice APL for any products ordered upon delivery of such orders. Any product ordered will become the property of APL upon payment of the invoice.

- (6) Investigate the feasibility of providing additional products or services to OWLSnet members.
- (7) Provide staff services to support APL's participation in OWLSnet.
- (8) Provide for ongoing training of APL staff in the use of software and hardware.
- (9) Determine the annual membership fee for any given calendar year prior to July 1 of the preceding year.
- (10) Work with APL to develop an efficient, effective, and equitable method for cataloging materials and adding records to the OWLSnet database.

Article IV: Appleton Public Library Responsibilities

It is mutually agreed that the Appleton Public Library shall:

- (1) Abide by the terms specified in this agreement, the OWLSnet bylaws, and OWLSnet policies and procedures.
- (2) Meet all applicable requirements for participation in the TEACH Wisconsin and federal E-rate programs and designate OWLS to be APL's agent for TEACH Wisconsin and federal E-rate participation.
- (3) Place orders for appropriate products through OWLS and pay all invoices for such orders, including transportation and handling charges, within 60 days after the date of the invoice unless other arrangements have been made with OWLS.
- (4) Hold title to all items acquired upon payment of invoice for such items.
- (5) Be responsible for all internal cabling necessary to connect APL equipment to the OWLSnet's telecommunication network, unless other arrangements have been agreed to by OWLS.
- (6) Attach only devices approved by OWLS to the OWLSnet network. APL shall not inter-connect OWLSnet with any other network without the consent of OWLS. APL shall be responsible for any costs resulting from an unauthorized connection to another network.
- (7) Be responsible for the maintenance or repair of all local equipment, including performing regular operating system software updates, unless other arrangements have been agreed to by OWLS.
- (8) Pay an annual membership fee, unless otherwise agreed upon by OWLS. The annual membership fee represents APL's share of ongoing operational costs.
- (9) Retain ownership of all APL bibliographic, item, and patron records held in the shared automation network database.
- (10) Send a representative to attend Administrative Advisory Committee meetings. Representatives are responsible for disseminating meeting information to other APL staff.
- (11) Comply with all applicable federal and state laws regarding confidentiality and the privacy of public library records. APL agrees to hold all library staff and volunteers accountable for complying with such laws.

Article V: Mutual Understandings

It is mutually understood and agreed that:

- (1) The OWLS Board has legal authority for the establishment, operation, and maintenance of OWLSnet. An Administrative Advisory Committee, including representation from all network participants, shall make recommendations to the OWLS Board or staff regarding the administration of the network in accordance with the procedures specified in the shared automation network bylaws.
- (2) Implementation of this agreement is consistent with the provisions of state and federal law. Should any part of this agreement that does not impede OWLSnet's ability to provide services and equitably recover costs become inconsistent with any state or federal law, such law shall take precedence over that part of this agreement, but the balance of this agreement shall remain in full force and effect. If such state or federal law impedes OWLSnet's ability to provide services or recover costs equitably, this agreement shall be void.
- (3) All libraries participating in OWLSnet have a responsibility to develop their local materials collections to support the basic needs of their patrons. It is unfair for libraries to rely primarily on other members of the network to meet their patrons' basic needs.
- (4) OWLS and APL have a responsibility to monitor compliance of the parties with OWLSnet agreements, bylaws, policies, and procedures. The systems may take appropriate action in the case of APL noncompliance with OWLSnet agreements, bylaws, or policies. APL has the right to appeal to the OWLS Board if it believes that either system does not comply with OWLSnet agreements, bylaws, or policies.
- (5) This agreement shall become effective upon signing of the agreement by all parties. This agreement shall continue in force through December 31, 2020 or until superseded by a new agreement. In the event that a new agreement has not been signed by December 31, 2020, the term of this agreement will be automatically extended through December 31, 2021.
- (6) This agreement may be terminated by any party, effective December 31 of the year, by notifying the other two parties in writing of intent to terminate, prior to July 1 of the same year.
- (7) This agreement may be amended at any time as is mutually agreeable to the parties.

For the Appleton Public Library:

(President)

(Date)

For the Outagamie Waupaca Library System:

(President)

(Date)

Appendix
Outagamie Waupaca Library System
OWLSnet Shared Automation Network
Bylaws

Article I: Name and Authority

The shared automation network, to be known as OWLSnet, is a service program of the Outagamie Waupaca Library System (OWLS). As a program of OWLS, the shared automation network is established, operated, and maintained under the legal authority of the Outagamie Waupaca Library System Board of Trustees.

Article II: Purpose

OWLS shared automation network is established to provide a shared, integrated library automation system to OWLS member libraries, Nicolet Federated Library System (NFLS) member libraries, and such other area libraries as may participate, for the purposes of 1) facilitating resource sharing among network participants and 2) increasing the efficiency and effectiveness of participant library operations and services. The shared automation network shall provide functions to participating libraries including, but not limited to, circulation control, online public access catalog, cataloging, and acquisitions.

Article III: Participation

- (1) Any member library of OWLS may become a participant in the shared automation network by executing an agreement for this purpose with the OWLS Board. Any member library of NFLS may become a participant in the shared automation network by executing an agreement for this purpose with the NFLS Board and the OWLS Board.
- (2) Any area library which is not a member of OWLS or NFLS may become a participant in the shared automation network by executing an agreement for this purpose with the OWLS Board. The OWLS Board reserves the right to refuse the participation of any library not a member of OWLS or NFLS.
- (3) Any participant in the shared automation network may elect to terminate participation.
 - (a) Participation may be terminated effective December 31 of the year, by giving notification writing of intent to terminate, prior to July 1 of the same year.
 - (b) Any library which has terminated its participation in the network shall have no claim to any assets of the network.
 - (c) Any library which has terminated its participation in the network shall retain ownership of its local hardware.

- (d) Any library which has terminated its participation in the network shall pay OWLS the cost of extracting a copy of the library's records from the database and purging the library's data from the library from the remaining database.
- (4) The Outagamie Waupaca Library System and the Nicolet Federated Library System shall also be deemed participants in the shared automation network.

Article IV: Participant Obligations

Participants in the shared automation network shall:

- (1) Abide by the policies of OWLSnet established by the Board of Trustees and the procedures of OWLSnet established by the Administrative Advisory Committee.
- (2) Comply with national standards for machine-readable cataloging and form of entry when entering bibliographic data into the OWLSnet database.
- (3) Agree to share machine-readable bibliographic records with other participants in OWLSnet.
- (4) Agree to lend circulating materials listed in the OWLSnet database to other participants in OWLSnet.
- (5) Comply with state and federal law regarding the privacy of and access to library records.
- (6) Attach only devices approved by OWLS or NFLS to OWLSnet. Participants may not inter-connect OWLSnet with any other network without the written consent of OWLS.
- (7) Designate an official contact person for OWLSnet participation to work with OWLS and NFLS staff, to serve on the Administrative Advisory Committee, and to vote at AAC meetings. Any participant may also choose to designate an alternate contact person.

Article V: OWLSnet Operation

The shared automation network shall:

- (1) Provide to any participating library all of the automated library functions available from OWLSnet during all hours that the participating library is regularly open.
- (2) Ensure that bibliographic data entered into OWLSnet complies with national standards for machine-readable cataloging and form of entry.
- (3) Provide daily backup of data, with one copy of all data files stored off-site each week.
- (4) Make all possible efforts to minimize the amount of time in which OWLSnet, or any portion of OWLSnet, is unavailable for normal operations.
- (5) Schedule the installation of vendor-provided software and hardware updates as agreed upon

by the Administrative Advisory Committee.

- (6) Comply with state and federal law regarding the privacy of and access to library records.
- (7) Provide to any participant, upon request, copies of any agreements in force between OWLS or NFLS and any automation vendors.

Article VI: Administration

The shared automation network, and all associated policies enacted by the Board of Trustees, shall be administered by OWLS director and staff. An Administrative Advisory Committee, including representation from all OWLSnet participants, shall make recommendations to the OWLS Board or staff regarding the administration of OWLSnet.

- (1) The Administrative Advisory Committee shall hold at least four regularly scheduled meetings per year.
 - (a) Any OWLSnet participant may submit items for inclusion in meeting agendas.
 - (b) Additional meetings will be called upon the request of the majority of participating libraries, and such meetings will be held within two weeks of the request.
 - (c) OWLS director or his designee shall preside over meetings of the Administrative Advisory Committee, and OWLS automation staff shall provide staff functions for the committee.
- (2) The Administrative Advisory Committee shall approve the establishment and constitution of ad hoc technical advisory committees for the purpose of considering technical operational issues and making recommendations to the Administrative Advisory Committee.
 - (a) An OWLS designated staff member shall be an ex officio member of all ad hoc technical advisory committees.
 - (b) OWLS automation staff shall provide staff functions for all ad hoc technical advisory committees.
- (3) The Administrative Advisory Committee shall attempt to arrive at its recommendations by consensus. When consensus cannot be achieved, action will be taken by vote.
 - (a) A roll call vote may be taken at any meeting of the Administrative Advisory Committee, providing that the vote is scheduled on the meeting agenda and announced at least one week prior to the meeting.

- (b) Any participating library unable to be present for a scheduled vote may submit its vote in writing prior to the meeting.
- (c) All actions shall require the affirmative vote of a two-thirds majority of participating libraries and a two-thirds majority of annual membership fee shares for approval. Each library's annual membership fee share is calculated by dividing its last annual membership fee payment by 1,000 and rounding up to the next whole number.
- (d) No action shall be approved if more than one-third of participating libraries or more than one-third of annual membership fee shares cast a negative vote.
- (e) When less than two-thirds of participating libraries and annual membership fee shares vote affirmative and less than one-third of participating libraries or annual membership fee shares vote negative, the vote shall be deemed inconclusive.
- (f) Whenever a vote is inconclusive, the official contacts, or alternates, from all participating libraries not in attendance when the vote is taken will be polled for their votes. The vote count will become final after the official contacts, or alternates, from all participating libraries have been polled.
- (g) At any meeting of the Administrative Advisory Committee, if there is a consensus that an issue not scheduled for a vote needs to be voted upon prior to the next regularly scheduled meeting, an emergency vote may be conducted via email one week following the meeting. Any action taken by emergency email vote shall be subject to the same requirements as actions taken by vote at meetings.

Article VII: Amendment

These bylaws may be amended at any time upon recommendation of the Administrative Advisory Committee and adoption by the OWLS Board.

Adopted 8/15/91
Revised 3/16/95
Revised 8/17/95
Revised 1/21/99
Revised 6/21/01
Revised 9/18/03
Revised 5/17/07