

AGREEMENT

THIS AGREEMENT is by and between **Waushara County**, a State of Wisconsin Municipal Corporation, hereinafter called "COUNTY," and the Winnefox Library System, a public library system organized in accordance with Chapter 43 of the Wisconsin Statutes, hereinafter called "WINNEFOX."

WITNESSETH

WHEREAS, in accordance with Wisconsin Statutes, Section 43.15(4)(b), the County may participate in a federated public library system if it does all of the following:

1. Adopts and maintains the plan of library service submitted and approved under Section 43.11(3) and 43.13(1).
2. Provides the financial support for library services required under sub. (2). [43.15(2)]
3. Enters into a written agreement with the public library system board to participate in the system and its activities and to furnish library services to residents of those municipalities in the county not maintaining a public library, and

WHEREAS, the plan of library service for a county... (43.11 [3] [c]) shall provide for library services to residents of those municipalities in the county not maintaining a public library under Chapter 43. The services shall include full access to public libraries in the county participating in the public library system. The plan shall specify the method and level of funding to be provided by the county to implement the services described in the plan and shall describe the services to be provided by the public library system and the allocation of state and county aid to fund those services, and

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, must, in order to qualify for and maintain its eligibility for state aid provide all services outlined in Section 43.24(2) of the Wisconsin Statutes; and

WHEREAS, it is in the best interest of Waushara County to contract with Winnefox to provide for the extension and development of library services described in the Long-Range Plan of Library Service, hereinafter called the Plan, a copy of which is attached hereto.

NOW IT IS HEREBY AGREED as follows:

1. The Waushara County Board of Supervisors authorizes the Winnefox Library System to negotiate and execute such Agreements as are necessary to implement the Plan attached hereto for the calendar year 2017 and each subsequent year for the life of the plan.

2. The County agrees to participate in the Winnefox Library System and its activities.

3. The County agrees that all of the public libraries in Waushara County should be compensated for serving Waushara County residents living outside of municipalities that maintain libraries. Accordingly, the Waushara County Library Advisory Committee (LAC), composed of the Directors of the libraries located within Waushara County, shall present an annual funding request formulated according to the following methodology:

a) Using the latest Annual Reports filed with the Wisconsin Department of Public Instruction (DPI), the Waushara Library Advisory Committee (LAC) shall determine the municipal support for each library. Municipal support is defined as the amount of funds appropriated for library operations during the fiscal year for which the annual report was filed. Funds received from Waushara County or generated by fees, fines, grants and the like will be excluded from this determination.

b) The municipal support for library services for each community that maintains a library within the county shall be divided by the current population of that community as determined by the latest figures available from the *Wisconsin Department of Administration* (DOA). The population for the Village of Redgranite shall be reduced by the number of inmates of the Redgranite Correctional Institution, as determined by the Wisconsin Department of Corrections. The resulting figures shall be considered the "support per-capita" for each municipality.

c) The support per-capita for each municipality that maintains a library shall be added together and divided by the total number of libraries in the county to determine the average support per-capita in the county.

d) The average support per-capita levied by municipalities for library service shall be multiplied by the population of the county living outside of municipalities that maintain libraries (rural residents). The resulting figure will constitute the total funding request to libraries for serving non-residents from within the county for the plan year.

$$\begin{array}{ccc} \text{(Average municipal} & \text{X} & \text{(non-resident = (total Waushara County support per-capita)} \\ \text{population)} & & \text{Funding Request)} \\ \text{(a)} & & \text{(b)} \qquad \qquad \qquad \text{(c)} \end{array}$$

e) Funds appropriated by Waushara County for Municipal Libraries shall provide reimbursement to county libraries for service to non-residents as well as support

for Winnefox Cooperative Technical Services (WCTS) which provides libraries with cooperative ordering, cataloging, material processing, and other services.

4. Funding shall be distributed as follows:
 - a) Each library shall receive funding equal to the previous year's funding as a base amount if possible.
 - b) The Berlin Public Library shall receive payment for use by Waushara County residents as provided in sec. 43.12(1), Wisc. Stats.
 - c) Winnefox Cooperative Technical Services (WCTS) shall receive funding as approved by the Waushara County Library Planning Committee.
 - d) After each library's base funding has been allotted, and after funding for the Berlin Public Library and WCTS has been allotted, any remaining funds shall be divided as follows:
 - 1) Remaining funds shall be distributed to the libraries based on their percentage of items checked out to county residents. In 2007 the first 2% of any funding increase shall be allocated to the Leon-Saxeville, Plainfield, Poy Sippi, and Redgranite Public Libraries. Additional funding shall be allocated to the libraries by the Library Service Committee. Beginning in 2008 funding increases shall be shared by all libraries according to the formula in d2 and d3.
 - 2) Each library's percentage of the total number of items checked out to county residents living in areas not directly maintaining a public library shall be calculated. Circulation of electronic materials such as the Overdrive ebooks and audiobooks shall be included in the count of items checked out.
 - 3) The Leon-Saxeville Public Library shall include 30% of the items checked out by residents of the Towns of Leon & Saxeville in this amount. The Poy Sippi Public Library shall include 30% of the items checked out by residents of the Town of Poy Sippi in this amount. Circulation of electronic materials such as the Overdrive ebooks and audiobooks shall be included in the count of items checked out.
5. Nothing in the funding formula shall preclude the libraries from requesting grant funds, or special project funds, for a specific purpose. Approval of such a request shall be at the discretion of the County.
6. The County shall be entitled to membership on the library boards of the participating libraries as provided in sec. 43.60(3), Wis. Stats. Appointment of County members of the library boards shall be made by the Waushara County Board Chairman, subject to confirmation by the Waushara County Board of Supervisors.
7. The County designates Library Services Committee and the Waushara County Librarians Advisory Committee as the Waushara County Library Planning Committee.

8. The borrower registration records of participating libraries may be audited by an official of Waushara County appointed by the Chairman or County Board for the purpose of ascertaining that registration procedures for borrowers are applied equally to both city and county residents and that borrower percentage figures described in the Plan are accurate. In no manner can an audit violate provisions of sec. 43.30, Wis. Stats. which relates to confidentiality of library records, or library policy.
9. The parties further agree to work cooperatively to further improve public library service to County residents.
10. Winnefox agrees to provide such financial or operational reports of its activities, as the County deems appropriate and desirable.
11. This Agreement shall become effective January 1, 2017 and will remain in effect through December 31, 2021, the life of the attached long-range plan. This Agreement may be amended at anytime by mutual agreement of both parties. The parties may abrogate it only by following procedures outlined in Wisconsin Statute 43.18.

APPENDIX A: Long-Range Plan of Library Service - Waushara County 2017 – 2021

Attachment:

WINNEFOX LIBRARY SYSTEM

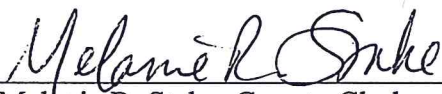
WAUSHARA COUNTY

Jeff Gilderson-Duwe, Director




Donna R. Kalata, County Board Chair

Kevin DeCramer, President
WLS Board of Trustees



Melanie R. Stake, County Clerk



Ruth Zouski, Corporation Counsel;

Dated: 9-30-2016

Date: Sept. 20, 2014

Waushara County
Long Range Plan of Library Service 2017 – 2021

Statement of Principles:

1. The people of Waushara County should have convenient access to all library services being provided by all county municipal libraries within the county on the same terms as local municipal residents supporting such libraries. The people should be free to use any or all libraries at their discretion.
2. Nothing in the county plan of service or the formula for reimbursement should inhibit the ability of the libraries to aggressively promote the use of libraries by all county residents.
3. The participating libraries recognize a responsibility to provide library services in the most cost effective manner. Each library will initiate or continue a planning process, including shared automation projects and cooperative reference access, in order to provide the most needed services in the most cost-effective way.
4. The participating libraries recognize that they have a responsibility and an important role to play in providing programs which foster early childhood learning and family literacy.
5. Residents of those municipalities with libraries should be assured access to the other libraries in Waushara County. No compensation will be necessary when respective use is determined to be *reciprocal*.
6. Residents of Waushara County should have access to the resources of other libraries within the Winnefox Library System. It is the responsibility of the County to reimburse libraries for that service. (Wis. Stat. 43.11(3)(c) and 43.12) in accordance with the Plan.
 - a. Waushara County shall provide reimbursement to Winnefox member libraries serving Waushara County residents living outside of municipalities with libraries at the level of reimbursement specified in Wis. Stat. 43.12.
7. Residents of Waushara County should have access to the resources of libraries outside of the Winnefox Library System.
 - a. In accordance with Wis. Stat. 43.12, libraries located outside Waushara County electing to request payment must submit a bill for service provided in the preceding calendar year to the County Library Services Committee by July 1.

Library Service Priorities 2017 through 2021:

- I. Libraries in Waushara County will promote library resources and services to all county residents.
 - Libraries will continue to use local media to promote their services.
 - Libraries will partner with businesses, other governmental agencies, and other groups to promote use of Waushara Co. services and resources.
 - Libraries will use technology to reach county residents
 - Libraries will participate in community events to make library services visible to more residents.
 - Libraries will be a resource for tax forms and other government documents and forms .

- II. Libraries in Waushara County will continue to consider services to children and families to be of primary importance and will support local schools and homeschoolers as we partner in education, literacy, and lifelong learning in our County.
 - Libraries will promote programs that support education such as school visits and after-school programs.
 - Libraries will provide services for distance learners, such as online access to class materials and proctoring tests.
 - Libraries will sponsor active summer reading programs for county residents.

- III. The libraries in Waushara County will become the center of community life for citizens of Waushara County and will be proactive in meeting changing needs within the county.
 - Where space permits libraries will continue to provide display space and meeting rooms for community organizations.
 - As visitors and part time residents come and go we will provide services to meet their needs.

- IV. Waushara Libraries will work to provide access to information technology to all citizens of the county and promoting information literacy.
 - Libraries will provide information in a variety of formats to county residents.
 - Libraries will continue to explore adopting new technologies to improve library services.

- V. County libraries will provide services to those within the county with special needs by forming partnerships with other public and private service providers.
 - Libraries will continue to provide services to organizations such as day care centers, nursing homes, and senior centers.
 - Libraries will be a resource for job seekers in their search for employment.