

CONTRACTUAL SERVICES AGREEMENT – 2009
OSHKOSH PUBLIC LIBRARY/WINNEFOX LIBRARY SYSTEM

THIS AGREEMENT is by and between the Winnefox Library System, a public library system organized in accordance with Chapter 43 of the Wisconsin Statutes, hereinafter called "WINNEFOX," and the Oshkosh Public Library, hereinafter called "OPL."

WHEREAS, Winnefox is organized under authority of Chapter 43 to provide for the improvement of public library services to the residents of Fond du Lac, Green Lake, Marquette, Waushara and Winnebago Counties, and annually adopts a Plan of Library Service, and

WHEREAS, Section 43.17(6) provides that a public library system may contract with other systems or libraries to provide or receive library services, and

WHEREAS, OPL is a member of Winnefox, serves as the system resource library and is the headquarters site of the system,

NOW THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

1. Since 1976 the director of Oshkosh Public Library (OPL) has served as director of the Winnefox Library System. In November, 2005, the Winnefox Library System Board and the Oshkosh Public Library Board each independently hired Jeff Gilderson-Duwe as Director of their respective organizations. The Director of the Winnefox Library System is responsible to the Winnefox Library System Board for administration of the Winnefox Library System per Wisconsin Statutes s. 43.17(4). The Director of the Oshkosh Public Library is responsible to the Oshkosh Public Library Board for administration of the Oshkosh Public Library per Wisconsin Statutes s. 43.58(4).
2. OPL agrees to provide administrative support services upon request in consideration of compensation received from Winnefox. Such services may include, but are not limited to, general administration, financial management and personnel administration. Definition of services and costs will be determined in negotiation of the annual compensation agreement.
3. OPL will provide suitable space for Winnefox offices and for housing of the Winnefox collection, utilities and normal maintenance service. Winnefox will pay rent, including utilities and maintenance costs, to OPL. Rent to be determined by percentage of space occupied for system functions applied to the cost of building maintenance and utilities and, in negotiation of the annual compensation agreement. The distribution of the costs of improvements to the facility, which are of direct benefit to Winnefox, also will be determined in negotiation of the annual compensation agreement. Winnefox will pay for any improvements that are for the sole benefit of Winnefox.

4. OPL will provide, upon request, acquisitions and complete cataloging and processing of materials for the Winnefox collection in consideration of a Material Processing fee based upon personnel and supply costs of the service. Amount of the fee will be determined in negotiation of the annual compensation agreement. Both parties recognize that some of these services may be provided and compensated for under the Winnefox Automated Library Services program.

5. OPL agrees to provide, upon request, such additional professional consulting and continuing education services not provided by Winnefox staff to public libraries participating in Winnefox so as to place Winnefox in compliance with Section 43.24(2).

Winnefox agrees to reimburse OPL for providing such services through a Consultant Development program that awards consultant credits on the basis of documented service provided to Winnefox in the previous year. Winnefox will compensate OPL for attending continuing education programs on the basis of credits earned and annually will notify OPL of amount earned. OPL agrees to comply with whatever documentation and procedures are required.

6. OPL may sell to Winnefox for cost goods and services such as telecommunications, postage, delivery service, professional consulting services, library materials, supplies and others. Winnefox may sell to OPL for cost similar goods and services.

7. As the result of consolidation of secretarial/clerical support staff for Winnefox and OPL, Winnefox agrees to employ a staff including Administrative Services Coordinator and Administrative Specialists, and retain a salary reserve for temporary increases in hours when work exceeds normal patterns. The cost of this service will be shared as follows:

- Full time Administrative Services Coordinator 90% Winnefox/10% OPL
- Full time Administrative Specialist # 1 55% Winnefox/45% OPL
- Full time Administrative Specialist # 2 25% Winnefox/75% OPL
- Part time Administrative Specialist 55% Winnefox/45% OPL

Each staff person's tasks will be monitored to ensure that each organization is paying an appropriate amount.

8. OPL will cooperate with Winnefox in planning and delivery of library services, such as service to users with special needs, so as to avoid unnecessary duplication of effort.

9. Winnefox and OPL agree that when reimbursement for actual cost of services is stipulated, the method to be used in determining actual cost is that presented in Cost Finding for Public Libraries, American Library Association, 1985.

10. Specific provisions of this agreement notwithstanding, the actual amount paid by Winnefox to OPL or OPL to Winnefox is to be determined by an annual compensation agreement between Winnefox and OPL to be attached to this agreement as Exhibit A. Negotiations will take place in the context of annual budget development and within the parameters of this agreement. The parties further agree that it is not the intent of either party to jeopardize the financial stability of the other, but rather to work cooperatively to achieve adequate compensation.

11. Payments agreed upon in the annual compensation agreement are to be made promptly upon billing by either party.

Dated this _____ day of _____, 2008.

IN PRESENCE OF:

WINNEFOX LIBRARY SYSTEM

By: _____
Lewis Rosser, President
Winnefox Library System Board

By: _____
Lurton Blassingame, Secretary/Treasurer
Winnefox Library System Board

OSHKOSH PUBLIC LIBRARY

By: _____
Donald Stolley, President
Oshkosh Public Library Board

By: _____
Jeff Gilderson-Duwe, Secretary
Oshkosh Public Library Board

OSHKOSH PUBLIC LIBRARY/WINNEFOX LIBRARY SYSTEM ANNUAL COMPENSATION AGREEMENT - 2008
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Administrative Support Services	35,493.00
Annual Rent & Amortization	35,309.00
Materials Processing	0.00
Total:	70,802.00

NOTES:

In accordance with the Contractual Services Agreement, the following charges result from the calculation for reimbursable services from Oshkosh Public Library.

Administrative Support Services: charge is a fee for administrative support by OPL to the System based upon a percentage of the time of the Director. This fee is shared by WLS = \$26,620; WALs = \$5,324 and WCTS = \$3,549.

Rental charges represent 6.93% of total space for Winnefox and WALs functions combined, applied to projected 2009 OPL maintenance and utility charges of \$340,566.00. The Winnefox share also includes an annual lease payment of \$11,844.00, which has been amortized over 20 years (now Year 16). The Winnefox share is \$32,312 and the WALs share is \$3,133.

Material Processing fee calculation is based upon personnel and supply costs for acquisition cataloging and processing. A total of 0 items were processed for Winnefox at \$8.49 per item. Total cost of \$0.

CONTRACTUAL REVENUE - 2009

In accordance with the Contractual Services Agreement, the following payments from OPL result from the calculation for reimbursable services from Winnefox Library System:

Consolidated Secretarial/Clerical Support Services \$77,914.00
 OPL compensates Winnefox for a share of secretarial and clerical support functions as detailed in paragraph #8 of the Contractual Services Agreement.

Electronic Services \$21,095.00
 OPL compensates Winnefox for additional electronic services development.

Total: \$98,139.00

From time to time, OPL and Winnefox will purchase services and items (i.e., postage, telecommunications, books, videocassettes, supplies, etc.) from each other at billable costs.