SUSTAINING MEMBERSHIP AGREEMENT TO PARTICIPATE IN A SHARED INTEGRATED LIBRARY SYSTEM

Agreement made this	day of	, 2024, modifies and reaffirms the
prior agreement between the Bo	ard of Trustees	of the Southwest Wisconsin Library System
(hereinafter referred to as SWLS	S), and the Libra	ary Boards of Trustees of the villages and cities
listed in Appendix I to this Agree	ement which li	brary boards of trustees and their successors and
assigns, so long as they are parti	ies to this Agree	ement, together with the Board of Trustees of
SWLS and with such additional	library boards	of trustees as may from time to time be parties to
this agreement, are hereinafter r	eferred to collec	ctively as "Net Southwest", a consortium of
public libraries sharing an integr	rated library sys	tem. For new members, this Agreement
constitutes the terms and conditi	ions of joinder.	

WITNESSETH:

WHEREAS each of the parties hereto is organized and existing under Chapter 43, Wisconsin State Statutes, and each maintains a public library or library system pursuant to the provisions of this Chapter; and

WHEREAS each of the parties organized under Chapter 43, Wisconsin State Statutes, is a member in good standing of the SWLS and pledges to remain so for the life of the contract and agrees to share resources to the extent possible using the shared integrated library system in accordance with the requirements of Chapter 43, Wisconsin State Statutes; and

WHEREAS the parties have determined that participation in a consortium-scale library management software platform will permit more efficient library service and will provide great and lasting benefit to their patrons,

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

- 1. To share the costs and expenses as well as the benefits of the purchase, operation, and maintenance of a shared integrated library system (ILS) designed to automate circulation, cataloging, the library catalog, all network structure necessary, and additional ILS functions as may be added from time to time. This agreement shall be reviewed on a biennial basis at the appropriate April meeting of the Net Southwest Directors Council.
- 2. The cost of participation for each Net Southwest member library is based on the following formula:

Number of sites + Library's % of Total Collection + Library's % of Total Circulation = Library's Contribution

Annual Budget broken down in the following manner: 2% Site

49% Collection 49% Circulation

The amounts assigned to each library are payable to SWLS no later than April 1 of each year of the agreement unless otherwise stipulated by SWLS.

- 3. Each year, at the June meeting of the Net Southwest Directors Council, SWLS will present the contractual amount for the following year based on a projection of costs. The cost sharing formula will be used with this amount to determine the funding schedule for each Net Southwest member library. The collection and circulation percentages for each library will be determined by using the data as reported on the annual report, normally the report for the year most recently completed. (Example: 2023 collection and circulation data will be used to calculate the 2025 payment).
- 4. A Net Southwest member library wishing to discontinue participation in this agreement must give no less than 180 days' written notice to SWLS of the effective date of such discontinuation. SWLS shall not be obligated to refund any or all of the current year's payment, nor does the written notice release the Net Southwest member library discontinuing participation from paying the agreed upon amount for that year.

The library may request that its data be extracted from the shared ILS database. The library terminating the agreement will be responsible for all costs associated with the extraction of its data from the shared ILS which will be overseen by SWLS.

- 5. If a Net Southwest member library or libraries terminate this agreement, SWLS will negotiate with the remaining libraries on an adjustment of the formula or reduction in services to make up the shortfall. In the event that negotiations fail, SWLS reserves the right to terminate the service with 180 days notice. Any remaining funds will be refunded to member libraries.
- 6. Dissolution of Net Southwest for reasons other than financial, or as part of a merger with another ILS consortium, requires a vote at a meeting of the Directors Council at which three-fourths (75%) of the membership approve the action. Any remaining funding will be refunded to member libraries.
 - a. If considering dissolution, it may also be considered and/or agreed to enter into a discussion regarding a possible merger with another ILS consortium provided/maintained by another library system in Wisconsin.
- 7. Only SWLS member libraries may participate in the shared system. All services provided through this agreement are for use by the Net Southwest member libraries only—services may not be shared with any other entity. Non-public libraries within the SWLS service area may become part of the shared system through separate agreements with the approval of the Net Southwest Directors Council and the SWLS Board of Trustees.

Net Southwest member libraries on the SWLS Wide Area Network shall be required to follow the standards for network security as set by the Net Southwest Directors Council.

- 8. The contributions of the member libraries will be used to maintain the current shared integrated library system and network. SWLS will be responsible for day-to-day operation of the ILS and network, and to hire or contract for such personnel as are necessary to operate and maintain the ILS and network.
- 9. Each Net Southwest member library will be responsible for purchase and installation of all local equipment, components, and maintenance, such as high-speed Internet connection (minimum connection speed), PCs, self-check kiosks, printers, barcode scanners, shared system maintenance costs, network hardware, wiring, and software, etc. needed to interface with the shared ILS. SWLS provides support for local libraries area networks.
- 10. SWLS will manage the bibliographic database holding the electronic catalog records of the shared ILS. The payments made by the Net Southwest member libraries will include the costs of maintaining the electronic catalog in good order and keeping the catalog upto-date, including staffing costs and costs of supporting resources. SWLS staff will manage all creation and/or importing, editing, and maintenance of bibliographic records to the electronic catalog. Member libraries' access to bibliographic records will be limited to the adding, editing, and deleting of item records representing their own holdings. Member libraries are responsible for maintaining their holdings in the electronic catalog to accurately reflect their current collections
- 11. Net Southwest member libraries agree to adhere to the policies, procedures and bylaws as established by the Directors Council. It is the role of SWLS to address issues of compliance.

Net Southwest member libraries agree to adhere to rules outlined in the Best Practices manual, as adopted by the Directors Council. It is the role of SWLS to provide member libraries with updated rules on at least an annual basis. A copy of rules current at the time of this agreement are included in Appendix B.

Net Southwest member libraries may appeal any decision made by the Directors Council, as allowed per the Net Southwest Appeal Process Policy.

Net Southwest may make recommendations on the use of the funding and services provided to the SWLS Board of Trustees. The Net Southwest Directors Council will receive recommendations for action from the Best Practices and Cataloging subcommittee and any ad hoc committees created to address specific issues concerning the ILS.

12. Uses of the Net Southwest ILS in conjunction with discovery solutions, mobile applications, or other third-party tools or software shall require approval of the Net Southwest Directors Council. Shared data safety and ILS functionality may not be

compromised by third-party uses. SWLS is given authority to work with the ILS vendor to block and/or seek termination, temporary or otherwise, of third-party uses that do not meet standards for data safety, or adversely affect ILS performance. The Directors Council will approve and maintain standards related to third-party uses of ILS data, advised by SWLS, the ILS vendor, and technology partners.

- 13. Libraries that are members of the SWLS but which have not joined Net Southwest may elect to join Net Southwest at any time by appropriate action taken by the Library Board of the Library joining Net Southwest and by tendering a signed copy of this agreement, together with the Library's proposed date of joinder. Upon receipt of the signed agreement, and acceptance of the same by the SWLS Board of Trustees, the SWLS Board of Trustees will determine the effective date of the new member's joinder with due regard to the Library's proposed date and the Library's cost share for the year of joinder.
- 14. Upon the joinder of a new library, Appendix A shall be amended to reflect the new membership and a copy of the revised Appendix A shall be provided to each member.

FOR SOUTHWEST WISCONSIN LIBRARY S	SYSTEM:	
SWLS Board President	Date	
SWLS Director	Date	
FOR DODGEVILLE PUBLIC LIBRARY:		
Board President	Date	
Library Director	Date	

Appendix A: List of Net Southwest Member Libraries

(Revised 2024)

Argyle Public Library 401 E. Milwaukee Argyle, WI 53504

Barneveld Public Library 107 W. Orbison Barneveld, WI 53507

John Turgeson Library 220 Mound Avenue Belmont, WI 53510

Benton Public Library 48 W. Main Benton, WI 53803

Blanchardville Public Library 208 Mason St. Blanchardville, WI 53516

Bloomington Public Library 453 Canal St. Bloomington, WI 53804

Hildebrand Memorial Library 1033 Wisconsin Ave. Boscobel, WI 53805

Eckstein Memorial Library 1034 E. Dewey St. Cassville, WI 53806

Cobb Public Library 109 S. Mifflin Cobb, WI 53526

Cuba City Public Library 108 N. Main Cuba City, WI 53507 Johnson Public Library 131 E. Catherine St. Darlington, WI 53530

Brickl Memorial Library 500 East Ave. Dickeyville, WI 53808

Dodgeville Public Library 139 S. Iowa St. Dodgeville, WI 53533

Dwight T. Parker Public Library 925 Lincoln Ave. Fennimore, WI 53809

Gays Mills Public Library 16381 State Hwy 131 Gays Mills, WI 54631

Hazel Green Public Library 1610 Fairplay Street Hazel Green, WI 53811

Schreiner Memorial Library 113 W. Elm St. Lancaster, WI 53813

Allen-Dietzman Public Library 220 W. Barber Avenue Livingston, WI 53554

Lone Rock Community Library 234 N. Broadway Lone Rock, WI 53556

Mineral Point Public Library 137 High Street, Suite 2 Mineral Point, WI 53565 Montfort Public Library 102 E. Park Montfort, WI 53569

Muscoda Public Library 400 N. Wisconsin Muscoda, WI 53573

Platteville Public Library 225 W. Main Street Platteville, WI 53818

Prairie du Chien Memorial Library 125 S. Wacouta Avenue Prairie du Chien, WI 53821

Brewer Public Library 325 N. Central Richland Center, WI 53581

McCoy Public Library 190 N. Judgement Shullsburg, WI 53586

Soldiers Grove Public Library 102 Passive Sun Drive Soldiers Grove, WI 54655

Viola Public Library 137 S. Main Viola, WI 54664

Appendix B: Net Southwest Rules for Compliance

This list includes state statute requirements and items which have been formally agreed upon by the Director's Council. Adherence to the following ensures that your library is in good standing with the system. Each rule includes its location in the Best Practices Handbook (2024 version)

1. Reserves with available copies filled every day you're open (II.B.)

NetSW members voted to agree that libraries must fill reserves for available materials, at a minimum, once every day on which the library is open.

2. Newly Acquired may only be used for the first two months of an item's circulation. (II.C.)

It was voted on and passed at the August 13, 2010 NetSW Director's Council meeting that newly acquired should be limited to the first two months of a new item's circulation. Exceptions are items that are not new but suddenly gain excessive popularity (such as a children's book that is being turned into a movie, which causes an inundation of reserves on that book title). This agreement was reaffirmed at the August 26, 2011 meeting and, after pandemic exceptions, was returned to at the April 22, 2022 meeting.

3. Your library policy may override the owning library's checkout period. (II.E.)

It was voted on and passed at a NetSW Director's Council meeting that the checkout location's checkout period may override the owning location's checkout period. This is done manually on a case-by-case basis, and owning library renewal limits should still be honored.

4. Patrons are responsible for lost item fees, not borrowing libraries. (II.H.)

5. New Card Application Workflow and Out of State Card Workflow (III.A.)

NetSW members voted to adopt the new card application and Out of State Card workflows so that a standard set of criteria are met for new cardholders. Out of state patrons who get a systemwide card must pay local fees in addition to the SWLS fee for annual access. No out of state patrons may purchase or obtain access to the WPLC digital library.

6. Expired Patron Accounts and Patron Audits (III. D. and V. A. 1.)

WI DPI as well as SWLS requires that a library's patron database is cleaned up and audited, at a minimum, every three years for statistical and county funding purposes. To help aid this process and maintain minimum standards, members voted on August 28, 2020 to allow SWLS staff to remove any patron account that meets the following criteria: Expired more than 3 years with no fines or fees, expired more than 3 years with under \$50 in overdue fines only which are more than 5 years old, or expired more than three years with fines and/or fees that are more than 10 years old.

7. Staff User Security Practices (III.H.2)

Members voted to adopt the ILS Security and Privacy Practices section of the Best Practices Handbook as a rule rather than a recommendation because of the shared nature of the ILS. It was voted on and passed at the February 2022 NetSW Director's Council meeting. Full text of this section is below:

ILS Security and Privacy Practices

- Staff permissions
 - o Be sure to know which staff has access to which parts of the ILS.
 - Be sure staff is trained to appropriately use all parts of their access within the ILS. This includes patron privacy practices and permissions that could affect other libraries or operations.
 - Volunteers may not have access to staff functions or permissions in the ILS. They may continue to use the catalog as a patron or guest.
- New staff usernames and passwords
 - o Be aware of what login information to which new staff has access
 - o Include privacy training in new staff orientation
 - Ensure that new staff accounts are associated with the library, not listed as unassigned. Ask SWLS ILS staff for assistance if necessary.
- Retiring/departing staff access
 - Passwords on ILS staff accounts to which departing staff had access must be changed promptly. SWLS ILS staff can assist if desired.
 - o Permissions should be checked on accounts to which leaving staff had access.
- Access of user (patron) accounts for library staff
 - Staff should respect user (patron) accounts for other library staff and maintain the same privacy practices around circulation and other activity as they do with non-staff user (patron) accounts. Items should not be reserved or checked out on staff user (patron) accounts by other staff without specific request by that person.

8. Attendance at NetSW/PLAC Director's Council Meetings (VI.A.)

Members have formally agreed that each library must be represented at 3 out of the 6 NetSW/PLAC Director's Council meetings in a calendar year to remain in good standing with the system.

9. Compliance with Wisconsin State Statute 43.15(4)(c) requirements for system membership.

All municipal libraries are subject to state statute requirements for membership in a public library system. If a library fails to meet these requirements, SWLS will work with that library's board and director to ensure compliance in the following year.