

Automation Services Agreement
Outagamie Waupaca Library System
Kaukauna Public Library

Article I: General

The Outagamie Waupaca Library System and the Kaukauna 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 Kaukauna Public Library Board is the body, established under the provisions of Section 43.54 of the *Wisconsin Statutes*, that administers the Kaukauna Public Library.
- (4) The Kaukauna Public Library, also referred to as KAU, is the agency established under Section 43.57 of the *Wisconsin Statutes* by the City of Kaukauna 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 KAU all of the automated library functions available from OWLSnet during all hours that KAU 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 KAU and deliver or install the products at the desired branch public library location according to a mutually agreed upon schedule.
- (5) Invoice KAU for any products ordered upon delivery of such orders. Any product ordered will become the property of KAU upon payment of the invoice.
- (6) Investigate the feasibility of providing additional products or services to OWLSnet members.
- (7) Provide staff services to support KAU's participation in OWLSnet.
- (8) Provide for ongoing training of KAU 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 KAU to develop an efficient, effective, and equitable method for cataloging materials and adding records to the OWLSnet database.

Article IV: Kaukauna Public Library Responsibilities

It is mutually agreed that the Kaukauna 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 KAU'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 KAU 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 staff network. KAU shall not inter-connect OWLSnet with any other network without the consent of OWLS.
- (7) Ensure that networking hardware is not modified without the approval of OWLSnet. KAU shall be responsible for any costs resulting from an unauthorized connection to another network.

- (8) 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.
- (9) Pay an annual membership fee, unless otherwise agreed upon by OWLS. The annual membership fee represents KAU's share of ongoing operational costs.
- (10) Retain ownership of all KAU bibliographic, item, and patron records held in the shared automation network database.
- (11) Send a representative to attend Administrative Advisory Committee meetings. Representatives are responsible for disseminating meeting information to other KAU staff.
- (12) Comply with all applicable federal and state laws regarding confidentiality and the privacy of public library records. KAU 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 KAU have a responsibility to monitor compliance of the parties with OWLSnet agreements, bylaws, policies, and procedures. OWLS may take appropriate action in the case of KAU noncompliance with OWLSnet agreements, bylaws, or policies. KAU has the right to appeal to the OWLS Board if it believes that OWLS 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, 2027 or until superseded by a new agreement. In the event that a new agreement has not been signed by December 31, 2027, the term of this agreement will be automatically extended through December 31, 2028.

(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 Kaukauna Public Library:

(President)

(Date)

For the Outagamie Waupaca Library System:

(President)

(Date)