WISCONSIN VALLEY LIBRARY SERVICE MEMBER COUNTY PARTICIPATION AGREEMENT 2013 Revision

THIS AGREEMENT is by and between the Wisconsin Valley Library Service, a federated library system organized in accordance with Chapter 43 of the WISCONSIN STATUTES, hereinafter called "WVLS," and Lincoln

County.

- WHEREAS, the WVLS has provided system services such as reference, interlibrary loan services between libraries, continuing education opportunities for library personnel, professional consultant services, and other supportive library activities for the improvement of library service to residents in all WVLS participating counties since 1961, and
- WHEREAS, under the provisions of the Wisconsin library law (WISCONSIN STATUTES, CH. 43) the WVLS has served the counties of Clark, Forest, Langlade, Lincoln, Marathon, Oneida, and Taylor, and
- WHEREAS, in accordance with the WISCONSIN STATUTES, Section 43.15(4)(b), this county has:
 - 1) adopted and will continue to maintain a plan of library service as per s. 43.11(3) and
 - entered into a written agreement with WVLS Board of Trustees (being updated and revised by this document) to participate in the system and its activities and to furnish library services to residents of those areas of the county not maintaining a public library, and
- **WHEREAS,** this county has, for many years, actively participated in the WVLS, on behalf of and for the benefit of all of this county's libraries and residents, and
- WHEREAS, this county's Board of Supervisors has had and will continue to have developmental input into the establishment and implementation of WVLS policies and procedures through appointment of its allocated number of members to represent this county on the WVLS Board of Trustees, and
- whereas, this county understands and agrees that the Board of Trustees of the WVLS, which represents all WVLS participating counties, shall have control, supervision and authority over the system policies, services, personnel and activities of the WVLS under the authority of the WISCONSIN STATUTES, Chapter 43, and
- whereas, this county understands and agrees that the annual budget for the WVLS shall be established by the WVLS Board of Trustees, that the budget shall be funded by such portion of state aids available to the system as the Board shall decide, and by annual appropriations from all counties participating in the WVLS, and
- whereas, this county understands and agrees that each participating county's annual share of financial support of the WVLS has been and will continue to be determined each year on the basis of a formula which includes the following three factors: (1) the population of each county according to the latest annual Department of Administration estimates available at the WVLS Fall budget time (and the percentage such population is of the total system population); (2) the latest equalized full value of all real and personal property of each county (and the percentage such valuation is of the total equalized full value of the system area);

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and (3) the latest total corporate and individual income taxes paid from each county to the State of Wisconsin (and the percentage such total is of the total of such taxes paid from the system area). These three percentages factors for each county are averaged and the average percentage is applied to the total amount which the counties annually appropriate for system support, and

WHEREAS,

in accordance with WVLS policy, this county's Board of Supervisors has and will continue to annually appoint a county library board which shall maintain a currently useful plan of library services within this county: oversee library services within this county; and work with the County Board of Supervisors and the county's librarians to develop and maintain adequate county funding for established public libraries which serve residents of the county who live in areas of the county which do not maintain a public library; to determine the purpose and distribution of any funds or other benefits which may come to the county to improve and extend library services from WVLS or other funding sources; and to work with the County Board of Supervisors, librarians from within the county and the WVLS staff and Board of Trustees to help this county's libraries to achieve and maintain compliance with statutory and system requirements, and

WHEREAS, this county has previously indicated, by means of a county resolution, its intent to participate in the WVLS as a member county,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. THIS COUNTY, by means of this 2013 revision of the WVLS/Member County Participation Agreement:
 - a) Renews its intent to participate in the Wisconsin Valley Library Service, and
 - b) Agrees to continue to comply with the requirements for county participation in a library system as stated in the WISCONSIN STATUTES, s.43.15(4)(b), and
 - c) Agrees to continue to participate in the development of and comply with the requirements of county participation in a library system as promulgated by the WVLS Board of Trustees.
- 2. THE WISCONSIN VALLEY LIBRARY SERVICE, by means of this 2013 revision of the WVLS/Member County Participation Agreement:
 - a) Renews its acceptance of this county as a member of the Wisconsin Valley Library Service, and
 - b) Agrees to continue to provide to this county, as a member in good standing, all WVLS services to which this county and its libraries are entitled by law or by system policy.

This Agreement shall become effective as of 1/1/13 and shall continue in force until it is terminated by either party upon the provision of a six month advance written notice of termination prior to the start of the calendar year.

This Agreement is subject to amendment at any time by mutual agreement of both parties.

All agreements, or parts of agreements, in conflict herewith, area hereby repealed.

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| SIGNED BY: | |
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| (President, WVLS Board of Trustees) | (Director, Wisconsin Valley Library Service) |
| 18 December 2012 | 12.18.12 |
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| (County Name) | |
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| (Chair, County Board of Supervisors) | (Chair, County Library Board) |
| 11-18-12 | 11-20-17 |
| (Date) | (Date) |
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