

**Agreement for Participation in V-Cat**  
A WVLS Shared Integrated Library System

This agreement is made as of \_\_\_\_\_ (date) by and between the Wisconsin Valley Library Service (WVLS) and the \_\_\_\_\_ (name of library).

### 1. Organization

The WVLS shared integrated library system, V-Cat, is organized according to the current V-Cat Bylaws approved by the V-Cat Council and the WVLS Board of Trustees. WVLS is established according to Chapter 43 of the Wisconsin Statutes and is operated under the authority of the WVLS Board of Trustees.

### 2. Definitions (for purposes of this Agreement)

- **Assets:** Central site hardware, central site software, and any balance accrued from membership fees.
- **Central site equipment:** Processors, disk storage, and other equipment as supplied to implement the shared integrated library system (ILS).
- **Central site software:** Computer programs of the vendors for operation of the network.
- **Communications equipment:** Devices that connect communication lines to the central site equipment.
- **ILS vendor/s:** Providers of software and equipment.
- **Local costs:** Costs for items and services purchased by the member library.
- **MARC records:** Machine Readable Cataloging bibliographic records, which are structured according to national library standards.
- **Member library:** A library that signs agreement to participate in V-Cat.
- **Resource sharing:** Loaning and receiving items and services among libraries for the purpose of providing resources for patrons according to their needs and interests.
- **Shared costs:** Costs to be borne collectively by V-Cat members.
- **Shared Integrated Library System (ILS):** One library automation system that performs functions such as circulation, online public access catalog, cataloging, acquisitions, serials control, etc. for two or more autonomous libraries.
- **Software:** Computer programs provided by vendor/s for operation of V-Cat.
- **System:** Wisconsin Valley Library Service.
- **User Access License:** A non-transferable ILS software license.

- **V-Cat Representative:** Each V-Cat member library designates either the Director or one staff member to represent the library and vote at V-Cat Council meetings.

### 3. Contract Statement

Appendix A is a copy of the contract that the system has signed with vendor/s. If vendor/s and/or contract changes, Appendix A will change accordingly.

### 4. WVLS V-Cat Responsibilities

#### **Administrative:**

- Provide all member libraries with basic and optional automated library functions through V-Cat.
- Provide guidance on cataloging bibliographic data that is entered into V-Cat to ensure data complies with national cataloging standards.
- Provide guidance on V-Cat approved guidelines.
- Comply with Wisconsin law regarding the privacy of library records.
- Comply with the Wisconsin Open Meetings law.
- Provide copies of agreements in force between any automation vendor/s and V-Cat member libraries.
- Keep V-Cat software and data insured.
- Hire, manage, and coordinate staff to maintain and operate V-Cat.
- Provide staff services to V-Cat Council.
- Provide routine statistical reports and respond to requests for additional statistical reports.
- Facilitate the delivery of ILS services to member libraries.
- Facilitate V-Cat approved group purchasing.
- Maintain regular communications with member libraries.
- Coordinate and conduct V-Cat training.
- Manage and maintain V-Cat funds, in accordance with audit-approved reporting practices. These funds shall be audited annually as part of the WVLS audit.
- Abide by V-Cat bylaws (Appendix D).
- Perform other duties as may be required for V-Cat operation.

#### **Technological:**

- Provide daily backups and redundant off-site storage.
- Make all possible efforts to minimize the amount of time in which V-Cat, or any portion of V-Cat, is unavailable.
- Schedule the installation of vendor-provided software and hardware updates as agreed upon by the V-Cat Council.
- Arrange and oversee proper operation for hosting V-Cat software and data.
- Coordinate and manage the activities required to maintain the integrity of the database.
- Plan for the replacement, modification, and enhancement of V-Cat software and hardware.
- Assist with the ordering and purchasing of V-Cat related hardware, software, and user licenses for members and bill them as appropriate.

### 5. V-Cat Member Responsibilities:

- A. Lend circulating materials listed in the V-Cat database to other participants in V-Cat, following the agreed upon lending procedures.
- B. Agree to participate in resource sharing according to V-Cat approved lending procedures and guidelines.
- C. Make all reasonable efforts to provide and maintain a secure local environment to maintain the integrity of the information system.
- D. Participate in the WVLS materials delivery system.
- E. Designate one primary contact person to work with WVLS staff and attend V-Cat Council meetings.
- F. Abide by V-Cat bylaws (Appendix D to this agreement).
- G. Add and maintain V-Cat database holdings.
- H. Barcode all present and future items in the library's circulating collection.
- I. Provide WVLS with data as requested for grant applications and subsequent evaluations.
- J. Maintain all records requested by the V-Cat administrator and approved by the V-Cat Council.
- K. Maintain physical connectivity to V-Cat network.
- L. Pay initial membership fee and on-going maintenance fees upon receipt of invoices.
- M. Abide by the circulation and cataloging guidelines approved by the V-Cat Council.
- N. Acquire training for all ILS software functions.

## **6. Insurance**

WVLS shall maintain adequate computer insurance to cover the central site equipment, insuring against risks of loss or damage for an amount equal to the replacement cost, subject to the usual conditions, stipulations, and exceptions. WVLS does not provide insurance for local site equipment owned by individual V-Cat members.

## **7. Title to Equipment and Software**

Any central site hardware, software, or infrastructure purchased by WVLS for use with V-Cat shall be the property of WVLS. All local site components purchased with local funds or grant funds remain the property of that site.

## **8. Term of Agreement**

For new members, the term of this agreement shall be five years from the date upon which the participating library board signed this agreement (refer to last page of this agreement).

After the initial five years, this agreement shall be automatically renewed and extended for one-year terms indefinitely. Revisions to the agreement do not necessitate a new agreement.

After the initial five years, any member may withdraw from V-Cat participation at the close of any fiscal (calendar) year by formal written notification to the Chair of the V-Cat Council and the WVLS Director prior to June 1st of that year.

The dissolution of V-Cat will require the approval of the WVLS Board and a 2/3 majority vote of the total V-Cat Council representatives in attendance or via proxy.

## **9. Amendments**

This agreement may be amended by the V-Cat Council with the approval of a 2/3 majority of the total representatives in attendance or via proxy and approved by the WVLS Board of Trustees.

**10. Indemnification**

V-Cat members agree that for any circumstances whereby WVLS acts on behalf of the V-Cat Council or V-Cat members as its/their agent, they shall indemnify, hold harmless and defend WVLS, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action together with any and all losses, cost or expense including attorney fees, in connection with or related to the agency, during the terms of the Agreement unless such liability arises out of the sole negligence of WVLS. Said indemnification shall be the joint and several liabilities of V-Cat members at the time of the occurrence or injury, which gives rise to the claims, demands, damages, actions, or causes of action.

By approving and signing this Agreement, the Library agrees to participate in V-Cat in accordance with the terms and conditions presented.

<b>Wisconsin Valley Library Service</b>	<b>V-Cat Member Library</b>
_____	_____
System Director	Library Director
_____	_____
Date	Date
_____	_____
President, WVLS Board of Trustees	President, Library Board
_____	_____
Date	Date

**Appendix A – V-Cat Contract**

**Appendix B**

**B (1) Initial costs:** In 2007, the initial membership fee was set as \$7,000 with an annual increase of 3%. This fee will be added to the V-Cat long-range replacement fund.

**Joining V-Cat:** If a library joins V-Cat between January 1st and June 30th of any given year, it will be charged its full portion of the annual maintenance fee. If a library joins V-Cat between July 1st and December 31st of any given year, it will be charged half of the annual maintenance fee for that year. The initial fee will be the same regardless of when a library chooses to join V-Cat. Fees will not be prorated.

**B (2) Annual Maintenance Fee Formula**

The formula for the annual maintenance fee covers central site expenses and the ILS vendor annual maintenance fee. The intent of the annual maintenance fee is to cover 100% of the central site costs. The formula is the simple averages of each member's portion of their annual circulation and total holdings within the consortium.

Each portion will have equal weight so the average of the two percentages will be used to determine what percent of the annual maintenance fee each library needs to pay.

The total circulation will be taken from the annual reports that each member public library files with the state. The count will be used from the annual report of two years prior to the budget year.

The total holdings will be taken from the V-Cat statistics derived on the first day of the year preceding the budget year. These numbers will consistently be available from each library that has been a V-Cat member for two or more years. For libraries that have not been a V-Cat member for 2 years, the best estimate of total holdings will be used. This could include, but is not limited to, a count of total holdings from a previous automation system (if one existed), the total holdings on the annual report, and/or a reasonable estimate of serials issues.

Here is an example:

	Annual Circ.	% of Total	Holdings	% of Total	Average % of both
Library A	90,872	14.9	26,108	11.6	13.25
Library B	294,863	48.3	83,609	37.2	42.75
Library C	55,826	9.1	23,867	10.6	9.85
Library D	30,619	5.0	24,278	10.8	7.90
Library E	138,680	22.7	67,167	29.8	26.25
TOTAL	610,860	100	225,029	100	100

### Appendix C – List of Expenditures that May Be Included in the Annual Maintenance Fee:

- V-Cat Staff
- Telephone
- Supplies
- V-Cat Travel & Continuing Education
- ILS User Group Membership
- Audit
- Cataloging
- ILS Contract which includes: Telecirc/Ecommerce/Content Café/Txt Msg/SIP-API
- Equipment Maintenance
- Long Term Replacement Fund
- Contingency Fund

- Special Projects
- Database Clean up

## **Appendix D – V-Cat Bylaws**

*Approved:*

*V-Cat Steering Committee; 7/24/2014*

*V-Cat Council; 8/7/2014*

*WVLS Board of Trustees; 8/16/2014*