

~~2020~~ **2021**
STATUTORY RESOURCE LIBRARY AGREEMENT
Between the
MARATHON COUNTY PUBLIC LIBRARY
And the
WISCONSIN VALLEY LIBRARY SERVICE

Article I: INTENT

The Marathon County Public Library (hereinafter referred to as MCPL) agrees to remain a member in good standing of the Wisconsin Valley Library Service (hereinafter referred to as WVLS) for the duration of this contract. MCPL further agrees to fulfill all the responsibilities required for system membership in accordance with the signed membership agreement between MCPL and WVLS and in compliance with Chapter 43 of the *Wisconsin Statutes*. In return, WVLS agrees to provide to MCPL the full range of goods and services offered to other member public libraries on the same basis as those goods and services are offered to those other member public libraries.

The provisions which follow are intended to formalize the relationship between the WVLS and the MCPL in its role as resource library for the WVLS for the year of ~~2020~~ **2021**. This document incorporates by specific reference, as if set forth in full, all the terms and conditions of the WVLS Member Participation Agreement and is not intended to conflict therewith.

Signatures on this Agreement indicate that WVLS has designated MCPL as the resource library for WVLS and that MCPL has agreed to serve in that capacity. These actions are in accord with Wis. Stats. 43.16.

Article II: RESOURCE LIBRARY SERVICES

MCPL agrees to make its total collection available for the reference and interlibrary loan services which are provided to member libraries by WVLS staff. Access includes providing to any resident of the system area the same library services, on the same terms, that it provides its own residents. MCPL is entitled to make use of the collections of other system member libraries for general interloan purposes on the same terms that other system members are entitled to make use of MCPL materials for interloan purposes as a basic condition of system membership.

In accordance with Wis. Stats. 43.16(2) MCPL, as the resource library, is required to: (a). have a collection of at least 100,000 volumes; (b) be open to the public at least 50 hours each week; and (c). employ at least one full-time permanent reference librarian with a master's degree in library science. Should MCPL fail to meet all of the above requirements, the WVLS board shall enter into a supplementary contract with the academic library with the largest operating budget of all academic libraries in the system area, or with a resource library in an adjacent system.

Article III: SYSTEM SERVICES

WVLS is obligated by Wis. Stat. 43.24(2)(b) to provide backup reference, information and interlibrary loan services from the resource library, including the development of and access to specialized collections.

Article IV: OTHER PROVISIONS

A. The term of this Agreement shall be January 1 – December 31, 2020 **2021**. Negotiations for renewal or revision of this contract for 2021 shall begin no later than July 1, 2020. This Agreement may be modified by mutual written consent of both parties.

~~B. The term of this Agreement shall be January 1 – December 31, 2020. If no Agreement for 2021 can be reached through the negotiation process, this contract can be extended through 2021 by the Department of Public Instruction’s Division for Libraries and Technology in accordance with Wis. Stat. 43.16(1)(a).~~

SIGNED: MARATHON COUNTY PUBLIC LIBRARY

By: _____ Date _____
SHARON HUNTER, President, MCPL Board of Trustees

By: _____ Date _____
RALPH ILLICK, Director, MCPL

SIGNED: WISCONSIN VALLEY LIBRARY SERVICE

By: _____ Date _____
TOM BOBROFSKY, President, WVLS Board of Trustees

By: _____ Date _____
MARLA SEPNAFSKI, Director, WVLS

**MCPL/WVLS SUPPLEMENTARY SERVICES AGREEMENT
(January 1, 2020 2021 – December 31, 2020 2021)**

Article I: INTENT

The provisions which follow are intended to formalize the relationship between the Wisconsin Valley Library Service (hereinafter referred to as WVLS) and the Marathon County Public Library (hereinafter referred to as MCPL) in its role as resource library for the WVLS. These provisions concern services and transactions which are of mutual benefit to both parties and are not part of the Statutory Resource Library Agreement between these parties.

This document incorporates, by specific reference as if set forth in full, all of the terms and conditions of the Wisconsin Valley Library Service Member Participation Agreement and is not intended to conflict therewith.

Article II: FACILITIES AND SUPPORT SERVICES PROVIDED BY MCPL

A. Rent

MCPL agrees to provide to WVLS space in their Wausau location for use as general WVLS office and storage space. Refer to Exhibit A for the specific areas occupied by WVLS.

The ~~annual~~ rental charge includes utilities, janitorial services, use of the staff lounge, restrooms, and MCPL's public meeting room on a scheduled basis for WVLS business. WVLS staff shall refer requests for repair/maintenance services to MCPL Director. The Marathon County Facilities and Capital Management Department retains the discretion as to any action taken on maintenance and repair services. If a request is denied, the MCPL Director will explain denial to WVLS and attempt to work out alternative actions.

It is the responsibility of WVLS to furnish those areas which it rents, and MCPL and WVLS will each maintain proper ownership records for their own equipment, furniture, etc.

MCPL reserves the right to lease space to WVLS on a ~~semi-annual~~ **quarterly** basis. Under this arrangement, WVLS will pay its rent within the ~~first and third quarters of the year~~ **first month of each quarter** upon receipt of bill for same from MCPL. The payment for rent is nonrefundable.

Likewise, WVLS reserves the right to lease space from MCPL on a quarterly basis. Under this arrangement, WVLS will pay its rent quarterly upon receipt of bill for same from MCPL. The payment for rent is nonrefundable.

Should either agency wish to sever this landlord/tenant relationship within the term of this agreement, ~~a 90-day notice shall be provided to the board of trustees of each agency.~~ **the board of trustees of such agency shall, after appropriate action, provide a 30-day written notice to the board of trustees of the other agency.**

B. Photocopying

MCPL will attempt to include WVLS in MCPL copier contracts. As provided by those contracts, agrees to try to provide the WVLS office with a working photocopy machine of similar age and with similar features as other MCPL machines; and agrees to invoice WVLS

for the use it makes of these photocopy machines at a rate which is no higher than that paid to the vendor by MCPL.

C. Telecommunications

WVLS participates in the telephone services in place in the main facility of MCPL. WVLS shall pay all its telecommunication charges upon receipt of bill. WVLS utilizes and controls specified lines and will pay all ongoing charges arising from their use. WVLS will pay all costs arising from any WVLS-requested changes to this configuration (including possible installation of high-speed data lines).

D. Payments

All payments by WVLS to MCPL pursuant to this section shall be paid as set forth in Exhibit B attached hereto and incorporated by specific reference.

Article III: SUPPORT SERVICES PROVIDED BY WVLS

Collection Development

WVLS provides MCPL with a collection development grant to enhance its specialized collections. This grant will be spent, in its entirety, during the term of this agreement.

Article IV: GOVERNANCE

MCPL recognizes its unique position as the resource library for the WVLS and its statutory requirement to provide, at all times, at least one member of its library board to serve as a member of the WVLS Board of Trustees.

Directors of both MCPL and WVLS shall share all minutes of open session board meetings with the other's governing board. They shall also make themselves available to various committees of each other's boards for purposes of planning which affects both agencies, acting as information providers, etc.

The MCPL representative to the WVLS board shall, in the course of his/her duties, attend board meetings of each agency and, in so doing, report on the status and current operations of the agency represented.

MCPL holds a permanent seat on the WVLS Library Advisory Committee.

Article V: OTHER PROVISIONS

A. Future Agreements

Negotiations for renewal or revision of this Agreement for ~~2021~~ 2022 shall begin no later ~~earlier~~ than July 1, ~~2020~~ 2021. This Agreement may be modified by mutual written consent by both parties.

B. Term of Agreement

The term of this Agreement shall be January 1 – December 31, ~~2020~~ 2021.

SIGNED: MARATHON COUNTY PUBLIC LIBRARY

By: _____ Date _____
SHARON HUNTER, President, MCPL Board of Trustees

By: _____ Date _____
RALPH ILLICK, Director, MCPL

SIGNED: WISCONSIN VALLEY LIBRARY SERVICE

By: _____ Date _____
TOM BOBROFSKY, President, WVLS Board of Trustees

By: _____ Date _____
MARLA SEPNAFSKI, Director, WVLS

EXHIBIT A

2021 RENT FOR WVLS OFFICE SPACE IN MCPL'S WAUSAU FACILITY

Kitchen	155	square feet
Server Room	104	" "
Office Suite I	1,992	" "
Office Suite II	297	" "
Delivery Area	46	" "
	<u>2,594</u>	2,251 square feet

The space occupied by WVLS and the cost of renting that space will be addressed annually by the MCPL and WVLS Board of Trustees as part of this agreement.

In ~~October~~ **November** 2019 ~~2020~~, the MCPL Board agreed to rent space to WVLS for \$16.25/sq. ft. ~~for a one-year period (2020).~~

2,594 sq. ft. x \$16.25/sq. ft. = ~~\$42,153~~ (2019 ~~2021~~ annual rent).

EXHIBIT B

FINANCIAL IMPACT OF MCPL/WVLS 2020 ~~2021~~ SUPPLEMENTARY SERVICES AGREEMENT

Re: Article II: Facilities & Support Services Provided by MCPL to WVLS

A. Rent As determined by MCPL Board of Trustees, WVLS pays MCPL in 2020 ~~2021~~:

January 1- March 31, 2020 2021	\$10,538.25	\$9,144.69
April 1 - June 30, 2020 2021	\$10,538.25	\$9,144.69
July 1 - September 30, 2020 2021	\$10,538.25	\$9,144.69
October 1 - December 31, 2020 2021	\$10,538.25	\$9,144.69

B. Photocopying Based on WVLS use at MCPL internal per copy cost.
Invoiced by MCPL in ~~2020~~ **2021**.

Per use

C. Telecommunications Based on WVLS use.
Invoiced by Marathon County in 2020 ~~2021~~.

Per use

Re: Article III: Support Services Provided by WVLS to MCPL

Collection Development WVLS' contribution to enhance specialized collections of the resource library.
Invoiced by MCPL in 2020 ~~2021~~.

\$10,000