

## Agreement for Participation in Northern Waters Library Network

This agreement is made by and between the Northern Waters Library Service (NWLS) and the \_\_\_\_\_ Library.

### 1. Organization

The Northern Waters Library Network is organized according to the Bylaws of the Northern Waters Library Network approved by the NWLS Board of Trustees on January 23, 1999. NWLS is established according to Wisconsin Statutes Chapter 43.15 and operated through the authority of the NWLS Board of Trustees.

### 2. Definitions

- **Central DataCenter Equipment:** includes servers, storage systems, cooling systems, power distribution units, and other equipment necessary for managing and processing large volumes of data in a centralized location for the ILS system.
- **Communications equipment:** devices and communication systems used to transmit, receive, and process information between entities.
- **Hub and spoke network:** a network configuration where all nodes (libraries) are connected to a central site, known as the hub, for data exchange and communication.
- **ILS:** Integrated Library System
- **Local costs:** costs for items purchased by the local library site.
- **MARC records:** Machine Readable Cataloging bibliographic records, which are structured according to current cataloging standards.
- **Member libraries:** Public libraries in good standing of the Northern Waters Library Service that sign this agreement to participate in the shared automated system, Northern Waters Library Network are member libraries. Other libraries, including school and academic, as authorized for participation by the NWLS Board of Trustees are member libraries.
- **Resource sharing:** loaning of items among libraries for the purpose of providing materials for patrons according to their needs and interests.
- **Shared costs:** costs to be borne jointly by the Network members.
- **Software:** computer programs of the vendor for operation of the system.
- **Station:** the portion of the network at which the user transacts the basic library functions.
- **System:** Northern Waters Library Service.

### 3. Contract statement

The contracted automation services provided through NWLN are enumerated in the annual NWLN budget. These services are subject to change based on the determination of Network membership.

### 4. Member Communication

- NWLS distributes regular updates via email.
- Network library staff can opt in to specialized email listservs (directors, marketing, cataloging, etc.). Details can be found on the NWLS website.
- Communication, project updates, and documentation can be found on the NWLS website.

## 5. **Cost sharing responsibilities**

### A. **NWLS Responsibilities**

The role of Northern Waters Library Service is directed by its statutory obligations to provide specific services to member public libraries within its service area. Any contribution to Northern Waters Library Network from NWLS must be consistent with its statutory responsibility to support and encourage resource sharing.

NWLS agrees to act as the agent for the Northern Waters Library Network in the implementation of the project according to the directives of the Network.

### B. **Local Responsibilities**

1. Each full participant shall pay a shared annual cost. Annual Northern Waters Library Network contributions are based on a formula as approved by the NWLN members.
2. Each full participant shall reimburse NWLS for any equipment, materials, stations, and supplies obtained through NWLS used in the installation of the automation system and access to the hub and spoke wide area network.

## 6. **NWLS responsibilities**

- A. Arrange for the hosting of the ILS Server.
- B. Keep the system adequately supplied and insured.
- C. Make the ILS available for use during the hours of operation of all the participating libraries.
- D. Arrange for maintenance functions as required.
- E. Ensure that the performance standards contained in the contract with the ILS and other automated services vendors are met.
- F. Manage and coordinate necessary staff to maintain and operate the ILS during normal NWLS business hours. Support staff shall be on call at any hours the member libraries are normally staffed.
- G. Coordinate and manage the activities required to maintain the integrity of the database.
- H. Work with telecommunications service providers, to maintain communications links.
- I. Communicate regularly with members through reports and notices.
- J. Coordinate and conduct training sessions.
- K. Plan for replacement, modification and enhancement of the ILS.
- L. Northern Waters Library Network funds shall be managed by NWLS according to the fiscal practices and policies as established by the NWLS Board.
- M. All other duties necessary for the operation of the automated System.

## 7. **Member Responsibilities**

- A. Libraries agree to abide by and support the bylaws and decisions made by the Northern Waters Library Network Board including upgrades and updates.
- B. Libraries are responsible for training their own staff
- C. Provide Northern Waters Library Network staff with access to the library building as needed.

- D. Carry out the responsibilities for adding holdings to the database according to the annual NWLS Member Library Agreement. (See Section 10)
- E. Library Directors and staff participate in ongoing CE.
- F. Libraries send representation on a regular basis to participate in Network meetings.
- G. Libraries provide NWLS with data as requested to assist in funding applications and subsequent evaluations.
- H. Libraries agree to pay their annual share of Northern Waters Library Network costs by March 31<sup>st</sup>.

**8. Insurance**

NWLS shall maintain in effect a standard business computer insurance policy covering 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. NWLS does not provide insurance for the local site equipment owned by the local library.

**9. Title to Equipment and Software**

Any hardware, software, or infrastructure funded by grants to the Network shall be used in accordance with the grant specifications.

**10. Sharing Resources**

All bibliographic items, patron and other records entered into the system are and shall remain the property of the participating libraries.

As per the annual NWLS Member Library Agreement, member libraries agree to participate in resource sharing according to NWLS policies, including making certain its new materials appear on the area-wide database and lend all materials to other libraries (subject to such reasonable limitations as agreed to between the library and NWLS). Maintenance of an accurate holdings list is a requirement for participating in interlibrary loan.

**11. Term of agreement**

- A. The term of this agreement shall be three years from the date of becoming a participating Network library. After the initial three years, this agreement shall be automatically renewed and extended for one-year terms indefinitely.
- B. Any participant in the Northern Waters Library Network may elect to terminate participation.
  - 1. Participation may be terminated effective December 31 of a given year, by giving notification in writing of the intent to terminate, prior to July 1 of the same year.
  - 2. Any library, which has terminated its participation in the Northern Waters Library Network, shall have no claim to any assets of the Network.
  - 3. Any library, which has terminated its participation in the Network, shall retain ownership of its local hardware.
  - 4. Any library terminating its participation in the Network shall pay NWLS the cost of extracting a copy of the library's records from the database and purging the library's data from the remaining database.

**12. Amendments**

This agreement may be amended by the Northern Waters Library Network with two-thirds majority of the members, at any time and after adoption by the NWLS Board. Upon amendment, representatives of member libraries must approve and sign the revised agreement.

**13. Indemnification**

Northern Waters Library Network members agree that for any circumstances whereby NWLS acts on behalf of the Northern Waters Library Network or Northern Waters Library Network members as their agent, they shall indemnify, hold harmless and defend the NWLS, 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, costs or expense, including attorney fees, in connection with or related to the agency, during the terms of this Agreement unless such liability arises out of the sole negligence of the NWLS. Said indemnification shall be the joint and several liability of Northern Waters Library Network 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 the Northern Waters Library Network in accordance with the terms and conditions presented.

Northern Waters Library Service

Member Library

\_\_\_\_\_  
System Director

\_\_\_\_\_  
Library Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Revised 3/21/24; 5/16/24