

WINNEFOX AUTOMATED LIBRARY SERVICES (WALS)
TERMS AND CONDITIONS OF SERVICE

The Winnefox Library System administers a service to its member libraries known as Winnefox Automated Library Services (WALS). The purpose of WALS is to enable resource sharing and improve library efficiencies by providing a shared, integrated library automation system and the necessary infrastructure to connect all Winnefox member libraries. The components of the system include circulation control, an on-line catalog, acquisitions and e-mail.

The following terms and conditions of service are approved by the Winnefox Library System Board of Trustees and may be modified by its consent:

- A. A Library will begin sharing annual operations costs of WALS when its equipment is installed and training is received for inventory conversion and patron record creation.
- B. The annual WALS budget will be completed in accordance with the budget timelines of the Libraries and Winnefox, and in sufficient detail to support the amounts requested.
- C. As part of each year's WALS operating budget process, the costs for operations and maintenance will be determined and shared among the Winnefox member libraries using the procedure described in this section.
 1. Calculate the total costs: The total costs will include purchase and maintenance of hardware and software, catalog records, personnel, equipment, supplies, telecommunication costs, contracted services and charges such as rent and utilities, and insurance. The total costs will also include an amount to be added to the WALS Capital Reserve Fund, which is used for replacement and/or improvement of the central site computer systems and/or telecommunications equipment.
 2. Adjust costs to be shared: Subtract Winnefox payment from the total costs to determine the total costs to be shared among Winnefox member libraries.
 3. Establish a base payment amount: The base will be a minimum amount to be paid by each library that year.
 4. Calculate each library's percentage share of the total costs: The formula for allocating the costs shall be determined by calculating the average of the following two (2) percentages: the library's proportion of total annual circulation transactions and the library's proportion of item and patron file sizes. The percentages shall be calculated using the annual statistics for the prior year.
 5. Calculate each library's amount share of the total costs: For each library, multiply its percentage share of total costs by the adjusted total costs.
 6. Adjust the payments of libraries below the base: Any library whose payment as calculated in C.5. falls below the base amount will have its payment increased to the base.

7. Adjust the payments of libraries above the base: The amounts of the adjustments made to bring libraries up to the base will be added together. The total of the adjustments will be used to reduce the payments of those libraries whose payments as calculated in C.5. are above the base payment amount.
 8. Assist member libraries to make the transition to a new funding formula: Starting in 2009, Winnefox may provide financial assistance to member libraries that experience significant payment increases when moving to the new funding formula.
- D. Library payments are due upon billing at the beginning of each calendar year. Payment terms for all accounts will be due net 60 days from invoice date. Failure to comply with the payment terms may result in the following penalties:
- a. for accounts 1-60 days past due – nine percent (9%) interest on amounts delinquent
 - b. for accounts 61-120 days overdue – eighteen percent (18%) interest on amounts delinquent
 - c. for accounts 121-180 days overdue – cessation of some or all automation services
- E. WALS funds will be managed by Winnefox. They will be deposited and handled as are other funds managed by Winnefox. Winnefox will maintain WALS funds separately from other Winnefox funds and will draw on them solely to pay expenses necessary to develop and maintain an automated resources system. WALS funds will be covered by Winnefox's annual audit and copies will be provided upon request.
- F. Winnefox will be responsible for the purchase and maintenance costs of all central site equipment and all equipment located in libraries that it deems necessary for the efficient operation of the shared, integrated library system and/or the telecommunications infrastructure. Winnefox will insure and hold title to that equipment.
- G. Libraries will be responsible for the purchase and maintenance costs of all equipment located at their own locations, such as PCs, switches, routers and self-charge equipment. Each library will also be responsible for any costs that are related solely to the support of such equipment. The purchase of the initial local equipment will be made through WALS. Each Library may subsequently buy additional equipment directly through WALS or from another vendor. Equipment purchased on behalf of the libraries by Winnefox, for use in their facilities, shall be owned and insured by the Libraries.
1. Libraries will each be responsible for the purchase of their own supplies such as library cards, barcodes and radio frequency identification (RFID) tags. The purchase of supplies may be coordinated by WALS.
 2. Libraries will each be responsible for any cabling or electrical work needed in their own facilities to connect their equipment. The contracts for such work may be coordinated by WALS.
- H. Libraries participating in the shared, integrated library automation system will purchase materials for their local collections to meet local demand, and will share those materials with other libraries. Some high-demand items in each library's collection may be kept for local use until the local need is met.

- I. Libraries will maintain accurate patron and item records.
- J. Libraries will ensure that their employees receive initial and ongoing training in the use of the system.
- K. Any library which fails to observe WALS policies and procedures will be billed for the staff time lost due to failure to follow such policies and procedures at the average rate of salaried project employees including benefits. Such a bill will be for actual time expended on the problem but in no case for less than one hour. Additionally, any vendor or other contractual charges directly attributable to failure to follow agreed upon policies and procedures will be charged in full to the library responsible.
- L. Continued failure to follow agreed upon procedures may result in action by Winnefox, including cessation of some or all automation services.
- M. A library may withdraw from participation in the WALS automated resources system at the close of any calendar year by notifying Winnefox in writing by June 30 of that year. The withdrawing library will be billed for the costs of extracting a copy of its records from the WALS database and purging its data and current transactions.
- N. The Winnefox Technology Executive Council (WTEC) will provide guidance and make recommendations to Winnefox for the development of WALS and other Winnefox technology services. WTEC will operate according to by-laws approved by the Winnefox Library System Board of Trustees.