

**CONTRACTUAL SERVICES AGREEMENT – 2021
OSHKOSH PUBLIC LIBRARY/WINNEFOX LIBRARY SYSTEM**

THIS AGREEMENT is by and between the Winnefox Library System, a public library system organized in accordance with Chapter 43 of the Wisconsin Statutes, hereinafter called "WINNEFOX," and the Oshkosh Public Library, hereinafter called "OPL."

WHEREAS, Winnefox is organized under authority of Chapter 43 to provide for the improvement of public library services to the residents of Fond du Lac, Green Lake, Marquette, Waushara and Winnebago Counties, and annually adopts a Plan of Library Service, and

WHEREAS, Section 43.17(6) provides that a public library system may contract with other systems or libraries to provide or receive library services, and

WHEREAS, OPL is a member of Winnefox, serves as the system resource library and is the headquarters site of the system,

NOW THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

1. Since 1976 the director of Oshkosh Public Library (OPL) has served as director of the Winnefox Library System. In November, 2005, the Winnefox Library System Board and the Oshkosh Public Library Board each independently hired Jeff Gilderson-Duwe as Director of their respective organizations. The Director of the Winnefox Library System is responsible to the Winnefox Library System Board for administration of the Winnefox Library System per Wisconsin Statutes s. 43.17(4). The Director of the Oshkosh Public Library is responsible to the Oshkosh Public Library Board for administration of the Oshkosh Public Library per Wisconsin Statutes s. 43.58(4).
2. OPL agrees to provide administrative support services upon request in consideration of compensation received from Winnefox. Such services may include, but are not limited to, general administration, financial management and personnel administration. Definition of services and costs will be determined in negotiation of the annual compensation agreement.
3. OPL will provide suitable space for Winnefox offices and for housing of the Winnefox collection, utilities and normal maintenance service. Winnefox will pay rent, including utilities and maintenance costs, to OPL. Rent to be determined by percentage of space occupied for system functions applied to the cost of building maintenance and utilities and, in negotiation of the annual compensation agreement. The distribution of the costs of improvements to the facility, which are of direct benefit to Winnefox, also will be determined in negotiation of the annual compensation agreement. Winnefox will pay for any improvements that are for the sole benefit of Winnefox.

4. As the result of consolidation of support staff for Winnefox and OPL, Winnefox agrees to employ a staff which will perform secretarial and clerical duties for both organizations. OPL agrees to reimburse Winnefox for services rendered.
5. The OPL Head of Children's and Family Outreach Services will serve as Youth Services Liaison for Winnefox.
6. Winnefox will provide delivery service to OPL outreach sites.
7. OPL agrees to provide, upon request, such additional professional consulting and continuing education services not provided by Winnefox staff to public libraries participating in Winnefox.
8. In recognition of the importance of building and maintaining strong relationships with elected officials, Winnefox and OPL will support the Wisconsin Library Association's Legislative Initiative.
9. From time to time, OPL and Winnefox will purchase services and items (i.e., postage, telecommunications, books, supplies, etc.) from each other at billable costs.
10. OPL will cooperate with Winnefox in planning and delivery of certain library services, such as service to users with special needs, so as to avoid unnecessary duplication of effort.
11. Winnefox and OPL agree that when reimbursement for actual cost of services is stipulated, the method to be used in determining actual cost is that presented in *Cost Finding for Public Libraries*, American Library Association, 1985.
12. Specific provisions of this agreement notwithstanding, the actual amount paid by Winnefox to OPL or OPL to Winnefox is to be determined by an annual compensation agreement between Winnefox and OPL to be attached to this agreement as Exhibit A.
13. Negotiations will take place in the context of annual budget development and within the parameters of this agreement. The parties further agree that it is not the intent of either party to jeopardize the financial stability of the other, but rather to work cooperatively to achieve adequate compensation.
14. Payments agreed upon in the annual compensation agreement are to be made promptly upon billing by either party.

Dated this _____ day of _____, 2020.

IN PRESENCE OF:

WINNEFOX LIBRARY SYSTEM

By: _____
Jerry Letcher, President
Winnefox Library System Board

By: _____
Katherine Freund, Secretary/Treasurer
Winnefox Library System Board

OSHKOSH PUBLIC LIBRARY

By: _____
Christine Melms-Simon, President
Oshkosh Public Library Board

By: _____
Jeff Gilderson-Duwe, Secretary
Oshkosh Public Library Board

EXHIBIT A OSHKOSH PUBLIC LIBRARY/WINNEFOX LIBRARY SYSTEM ANNUAL COMPENSATION AGREEMENT - 2021
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In accordance with the Contractual Services Agreement, the following charges result from the calculation for reimbursable services.

PAYMENTS FROM WINNEFOX TO OSHKOSH PUBLIC LIBRARY

Director's Contract	41,423.00
Annual Rent	22,332.81
Database Support Services	150,000.00
Youth Services Coordinator	0.00
<hr/> Total:	<hr/> 213,755.81

PAYMENTS FROM OSHKOSH PUBLIC LIBRARY TO WINNEFOX

Consolidated Secretarial/Clerical Support Services	95,631.61
Electronic Services	25,249.25
Delivery Services	4,533.58
WLA Legislative Initiative	472.45
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	125,886.89