1 2	2008 - 2011 RESOURCE LIBRARY AGREEMENT
2 3 4 5 6	BY AND AMONG THE MILWAUKEE COUNTY FEDERATED LIBRARY SYSTEM (SYSTEM), THE CITY OF MILWAUKEE (CITY) AND THE MILWAUKEE PUBLIC LIBRARY (RESOURCE LIBRARY, ALSO REFERRED TO AS MPL)
7	This Agreement effective as of January 1, 2008, by and among the Milwaukee County
8	Federated Library System, organized and existing under Chapter 43 of the Wisconsin Statutes
9	(hereinafter referred to as the SYSTEM), the City of Milwaukee, a municipal corporation
10	(hereinafter referred to as the CITY), and the Milwaukee Public Library, established and
11	maintained by the City of Milwaukee under the provisions of Chapter 43 of the Wisconsin
12	Statutes (hereinafter referred to as MPL).
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14	WHEREAS, the SYSTEM was established to facilitate the cooperative development of library
15	services in Milwaukee County and a plan to facilitate the orderly and efficient operation of
16	cooperative library services was entered into per a formal Member Agreement between the
17	SYSTEM and the public libraries within Milwaukee County, wherein the SYSTEM shall receive
18	state and federal aid to expend as deemed appropriate in the best interests of its Members; and
19	WHEREAS, the SYSTEM is obligated by the Wisconsin Statutes, regulations and the
20	Member Agreement to provide the extension of backup reference and information services from
21	a Resource Library; and
22	WHEREAS, the SYSTEM and MPL previously agreed that MPL would be designated as
23	the Resource Library for the SYSTEM and MPL is willing to continue to extend backup
24	reference services to the residents of the SYSTEM's member communities as required by state
25	law and regulations governing Resource Libraries; and

	1	WHEREAS, the CITY's Common Council adopted Resolution File No on
	2	, 2007, authorizing the MPL Board and the proper City officers to enter into this
	3	Agreement and to provide the services in accordance with this Agreement;
	4	NOW, THEREFORE, in consideration of the mutual covenants herein:
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	6	II. AGREEMENT
	7	A. IT IS AGREED THAT THE SYSTEM SHALL:
	8	1. Designate MPL as the Resource Library for the SYSTEM and aid MPL in
	9	its efforts to fulfill its obligations as such Resource Library.
	10	2. Provide payment to CITY in consideration for the services rendered under this
	11	Agreement. Said payment amount shall be 8% of State System Aid received by MCFLS
•	12	designated for each year of the term of this Agreement, or \$230,000 per year, whichever is
	13	greater. Said cash payment is payable in the same calendar year for each year of the term of this
	14	agreement. Said cash payment to be paid annually in equal quarterly payments no later than
	15	March 31, June 30, September 30, and December 15. Negotiations between the SYSTEM and
	16	MPL concerning an agreement, subsequent to this one, shall occur during calendar year 2011,
	17	and shall be completed by December 31 of that year.
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	19	B. IT IS AGREED THAT MPL SHALL:
	20	1. Be designated the Resource Library for the SYSTEM in consideration
	21	for the payments from the SYSTEM.
	22	2. Provide full backup reference and backup information services to the SYSTEM's
	23	member Libraries and their patrons, including access to the Resource Library's specialized

- 1 collections, on the same terms and conditions as such services are extended to such patrons of
- 2 the Resource Library.
- 3. Maintain the necessary requirements of a Resource Library in accordance with
- 4 Sec. 43.16(2), Wis. Stats., and shall comply with all other applicable laws relevant to providing
- 5 the services specified in this Agreement.
- 6 C. ALL PARTIES AGREE:
- 7 1. That each and every item and condition herein stated in the recitals of this
- 8 Agreement are agreed to by the parties and hereto incorporated.
- 9 2. To jointly work toward improved library cooperation in Milwaukee County to
- ensure the satisfaction of state regulations and requirements governing the efficient operation of
- 11 the SYSTEM and the effective implementation and administration of this Agreement.
- 12 3. Negotiations shall be completed by December 31, 2011 between the SYSTEM
- and the MPL, but any amendment must be approved by the CITY. If for any reason agreement
- 14 cannot be reached on mutually acceptable terms, Agreement shall automatically terminate in
- accordance with Sec. 43.16 (1)(a), Wis. Stats., on the succeeding December 31. The SYSTEM
- shall at that time reimburse MPL for all services rendered during said period on the same basis as
- 17 herein stated.
- 18 4. That this Agreement may be amended at any time but only by the written
- 19 agreement of the parties.
- That one or more waivers by any party of any covenant or condition of this
- 21 Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other
- covenant or condition. The consent or approval given by any party with respect to any act by the

2	unnecessary further consent or approval of such subsequent similar act by such party.
3	6. That any notice provided herein or given pursuant to this Agreement shall be
4	deemed in compliance herewith if in writing and sent by United State mail, postage prepaid, or
5	by personal delivery to the parties as follows:
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MCFLS Director Milwaukee County Federated Library System 709 N. 8 th St. Milwaukee, WI 53233 City Librarian Milwaukee Public Library 814 W. Wisconsin Ave. Milwaukee, WI 53233-2385 City Clerk, City of Milwaukee Room 205, City Hall 200 East Wells St. Milwaukee, WI 53202
24	The term of this agreement shall be January 1, 2008, to December 31, 2011. Thereafter
25	the term may be renewed by mutual agreement of the parties.
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other party requiring such consent or approval shall not be deemed to waive or render

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year written below: IN THE PRESENCE OF: MILWAUKEE PUBLIC LIBRARY Date \$124 100 7 Date 5/24/07 IN THE PRESENCE OF: CITY OF MILWAUKEE Ву ____ Thomas M. Barrett, Mayor By _____ Ronald D. Leonhardt, City Clerk **COUNTERSIGNED** By _____ W. Martin Morics, Comptroller Date _____ IN THE PRESENCE OF: MILWAUKEE COUNTY FEDERATED Martin J. Schreiber, President Date May 18, 2007 Approved as to form and execution this ____ day of , 2007.

Assistant City Attorney