

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:
5

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.
18

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 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
10 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
13 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
15 accordance with Sec. 43.16 (1)(a), Wis. Stats., on the succeeding December 31. The SYSTEM
16 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.

20 5. 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
22 covenant or condition. The consent or approval given by any party with respect to any act by the

1 other party requiring such consent or approval shall not be deemed to waive or render
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 MCFLS Director
7 Milwaukee County Federated Library System
8 709 N. 8th St.
9 Milwaukee, WI 53233

10
11 City Librarian
12 Milwaukee Public Library
13 814 W. Wisconsin Ave.
14 Milwaukee, WI 53233-2385

15
16 City Clerk, City of Milwaukee
17 Room 205, City Hall
18 200 East Wells St.
19 Milwaukee, WI 53202

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21
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23 III. TERMINATION

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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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

Crystal L Sura

By Joan M. Prince
Joan M. Prince, President

Date 5/21/07

Crystal L Sura

By Paula A. Kiely
Paula A. Kiely, Secretary

Date 5/24/07

IN THE PRESENCE OF:

CITY OF MILWAUKEE

By _____
Thomas M. Barrett, Mayor

Date _____

By _____
Ronald D. Leonhardt, City Clerk

Date _____

COUNTERSIGNED

By _____
W. Martin Morics, Comptroller

Date _____

IN THE PRESENCE OF:

MILWAUKEE COUNTY FEDERATED
LIBRARY SYSTEM

Judy Kaniasty

By Martin J. Schreiber
Martin J. Schreiber, President

Date May 18, 2007

Judy Kaniasty

By James A. Gingery
James A. Gingery, Secretary

Date May 18, 2007

Approved as to form
and execution this _____ day
of _____, 2007.

Assistant City Attorney