



Milwaukee County Federated Library System

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January 24, 2001

Board of Trustees
Milwaukee Public Library
814 W. Wisconsin Ave.
Milwaukee, WI 53233

Dear Board President:

Enclosed please find two copies of the 2001-2004 Milwaukee County Federated Library System (MCFLS) Member Agreement, which was finalized by the MCFLS Board on January 22, and is hereby submitted for your board's consideration. We ask that, upon the approval, you sign and return BOTH copies to the MCFLS office. Appropriate MCFLS signatures will then be executed and one copy of the Agreement returned to you for your files.

This Agreement is the result of months of discussion, negotiation, and compromise between the member library representatives and the MCFLS Board. The MCFLS Board feels that it achieves the best-reasoned compromise possible between the many strongly held positions of the fifteen member libraries and the overriding goals, shared by all parties, to preserve the system and provide to Milwaukee County library users enhanced and convenient services. Some of those compromise positions include:

- A reciprocal borrowing formula that calls for a gradual step-down of payments, coupled with a subsidy of System dollars to help cushion the impact on lenders.
- A reaffirmation of the benefits associated with the "one database and one card" philosophy that has characterized library services for Milwaukee County users for almost 28 years, while acknowledging the possibility of technological advancements that might allow for future enhanced computer autonomy.
- A clearer delineation and understanding of the statutory and non-statutory (contractual) components of System participation.

The MCFLS Board believes the phrases "preserve the system" and "provide enhanced and convenient" user services to be much more than simple platitudes. In the year 2001, decision makers find that those phrases come packed with information age expectations. The hands of time cannot be turned back for users who, as beneficiaries of your library's membership in the Federated System, have come to expect and rely on access to the broadest range of resources in the most efficient manner possible. The MCFLS Board asks that your library board move expeditiously in its deliberations and decision-making concerning this Member Agreement. I also personally request that as you do so, you employ the same perspective that ultimately allowed the MCFLS Board to reach unanimity in its approval of the document, i.e. "the user is paramount."

In order to address concerns regarding interim reimbursement for non-resident service provided since October 1, 2000, the MCFLS Board requests that member libraries continue to provide open-door service and commit to provide reimbursement for said service, at the rate outlined in the proposed 2001-2004 Member Agreement. As required by the Department of Public Instruction, the MCFLS Board has set an approval deadline for the Agreement. That date is March 31, 2001. Relative to any library that has not signed the Agreement by that date, MCFLS will adhere to all statutory requirements and follow a course of action directed and overseen by the Department of Public Instruction, Division for Libraries, Technology and Community Learning in order to maintain the System's legal compliance.

MCFLS Board members and staff stand ready at your invitation to attend your local board and/or council meetings to address any questions or concerns you may have regarding the Agreement. Fiscal projections concerning the reciprocal borrowing impact on your library are included in this mailing. It must be noted, however, that these projections are based on the current level and distribution of non-resident borrowing activity. Obviously, in the years to come, the actual numbers may vary based on many factors.

Sincerely,

Richard E. Maslowski

Richard Maslowski, President
Board of Trustees

Cc: MCFLS Board Trustees
Larry Nix, DLTCL

| MCFLS Proposal - Reaffirmed 12/18/00 | | | | |
|-----------------------------------------|-------------------|-------------------|-----------------|-----------------|
| | Year One | Year Two | Year Three | Year Four |
| (01) Milwaukee | \$ (1,120,616.44) | \$ (1,029,253.36) | \$ (854,906.60) | \$ (684,670.60) |
| (10) Franklin | \$ (93,573.21) | \$ (83,805.81) | \$ (69,704.97) | \$ (55,493.72) |
| (12) So. Milwaukee | \$ 40,705.54 | \$ 37,335.23 | \$ 34,673.68 | \$ 35,051.18 |
| (14) Greenfield | \$ 173,094.69 | \$ 216,047.72 | \$ 201,739.19 | \$ 205,817.94 |
| (16) Greendale | \$ 21,155.32 | \$ 23,492.17 | \$ 22,398.37 | \$ 23,366.12 |
| (20) West Milwaukee | \$ (58,720.77) | \$ (58,720.77) | \$ (58,720.77) | \$ (58,720.77) |
| (24) Oak Creek | \$ (21,977.01) | \$ (18,337.23) | \$ (13,445.06) | \$ (6,987.06) |
| (34) Wauwatosa | \$ 341,369.17 | \$ 318,774.23 | \$ 297,564.97 | \$ 303,482.47 |
| (36) West Allis | \$ 378,257.08 | \$ 349,156.38 | \$ 325,969.76 | \$ 326,685.26 |
| (40) St. Francis | \$ 30,981.82 | \$ 28,533.31 | \$ 26,391.31 | \$ 28,412.06 |
| (06) Brown Deer | \$ 226,699.33 | \$ 232,179.25 | \$ 232,179.25 | \$ 232,179.25 |
| (08) North Shore | \$ 10,955.60 | \$ 14,949.96 | \$ 16,581.83 | \$ 22,001.33 |
| (83) Cudahy | \$ 65,224.89 | \$ 60,355.42 | \$ 56,427.42 | \$ 57,508.92 |
| (89) Shorewood | \$ (3,147.11) | \$ (2,365.25) | \$ 105.80 | \$ 4,378.80 |
| (93) Whitefish Bay | \$ (57,750.70) | \$ (52,570.72) | \$ (43,320.82) | \$ (33,627.57) |
| (96) Hales Corners | \$ 67,341.80 | \$ 58,386.14 | \$ 55,512.75 | \$ 55,803.00 |
| | | | | |
| | | | | |
| | | | | |
| MCFLS Subsidy | 0 | \$ 94,156.69 | \$ 229,294.36 | \$ 437,671.61 |
| included in above totals | | | | |
| Based on Circ. Stats. 10/01/99-09/30/00 | | | | |

MCFLS MEMBER AGREEMENT

This agreement is by and between the Milwaukee County Federated Library System, a public library system organized in accordance with Chapter 43 of the Wisconsin Statutes, herein call "System" and the MILWAUKEE Public Library, a library organized under Wisconsin Statutes, (43.52) and (43.54), herein called "Member." Both parties to this agreement recognize that each party is subject to fiscal constraints that will affect the level of service that each is able to provide.

I. SYSTEM REQUIREMENTS – As required by (43.24(2)) Wisconsin Statutes, "For a public library system to qualify for and maintain its eligibility for state aid under this section it shall ensure that all of the following are provided:"

1. STATUTORY REQUIREMENTS (43.24(2))

a. Same Service & Interagency Loans

"Written agreements to provide, to any resident of the system area, the same library services, on the same terms that are provided to the residents of the municipality or county that established the member library, except for the group programming preference authorized under s. 43.15(4)(c), and to provide for the interlibrary loan of materials among all participating public libraries, as evidenced by agreements with those libraries."
Wis. Stats. (43.24(2)(a))

In fulfilling this obligation, the System shall provide circulation tabulation, revenue/expenditure calculation, and payment passthrough of associated monies on behalf of member libraries for nonresident borrowing, as provided under the terms of Attachment RB.

1 b. Backup Reference.

2 "Backup reference, information and interlibrary loan services from the system resource
3 library, including the development of and access to specialized collections, as evidenced
4 by a written agreement with that library." Wis. Stats. (43.24(2)(b))

5 c. Interlibrary Loans.

6 "Referral and routing of reference questions and interlibrary loan requests from libraries
7 within the system to libraries within and outside the system." Wis. Stats. (43.24(2)(d))

8 d. In-Service Training.

9 "Provide in-service training for participating public library personnel and trustees." Wis.
10 Stats. (43.24(2)(e))

11 In fulfilling this obligation, the System shall provide, either directly or via sub-contract,
12 program(s) on a variety of topics relevant to modern library practices as selected by the member
13 libraries. In addition, the System staff shall provide in-service training to member libraries
14 without charge in the areas identified in Attachment IST In-service Training.

15 e. Delivery Service.

16 "Electronic delivery of information and physical delivery of library materials to
17 participating libraries." Wis. Stats. (43.24(2)(fm))

18 In fulfilling this obligation, the System shall provide physical delivery of library materials via
19 pickup and delivery five days per week exclusive of New Year's Eve, New Year's Day,
20 Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day
21 or a day when all libraries are closed. The System shall provide pickup of outgoing materials on
22 Martin Luther King Day, the Friday after Thanksgiving and Good Friday. The materials from
23 the pickups on Martin Luther King Day, the Friday after Thanksgiving and Good Friday shall be

1 stored by the MCFLS delivery vendor in a secure location until the next day (Monday-Friday)
2 that the MCFLS Sorting Room is open. If the calendar placement of holidays results in the
3 MCFLS Sorting Room being closed for four consecutive days, MCFLS will provide a pickup on
4 one of the non-holiday days, if at least five member libraries served by the MCFLS delivery
5 vendor are open.

6 f. Agreements with Adjacent Systems.

7 "Service agreements with all adjacent library systems." Wis. Stats. (43.24(2)(g))

8 As per Wis. Stats. 43.17(10)), the System is exempted from honoring valid borrowers' cards of a
9 public library in an adjacent public library system.

10 "Borrowers' Cards: Except as provided in (43.17) sub. (11), all public libraries in a
11 public library system shall honor the valid borrowers' cards of a public library in an
12 adjacent public library system, other than Milwaukee County Federated Library System.
13 The requirement under this subsection does not apply to the Milwaukee County
Federated Library System." Wis. Stats. (43.17(10))

15 g. Consultant Service.

16 "Professional consultant services to participating public libraries" Wis. Stats.
17 (43.24(2)(h))

18 In fulfilling this obligation, the System shall provide, without charge, the following:

19 Based on topics approved by a majority of the Technical Advisory Committee (TAC), MCFLS
20 agrees to develop a minimum of two instructional pieces per year. For each topic/piece that
21 relates to CountyCat, MCFLS shall develop the copy based on Innovative Interfaces'
22 recommended functionality utilization standards. The copy will include no original artwork and
23 will be distributed to Members in an online format. Members may revise the text as they see fit.

1 In cooperation with Members and relevant TAC Committees, the System shall write and
2 administer grants in which a majority of Members (not library buildings) participate and which
3 are recommended by the TAC and approved by the MCFLS Board.

4 In addition, the System staff shall provide individual consultation to member libraries
5 upon request as identified in Attachment CS Consultant Services.

6 h. Special Needs.

7 "Promotion and facilitation of library service to users with special needs."

8 Wis. Stats. (43.24(2)(k))

9 i. Multitype Cooperation.

10 "Cooperation and continuous planning with other types of libraries in the system area,
11 which results in agreements with those libraries for the appropriate sharing of library
12 resources to benefit the clientele of all libraries in the system area." Wis. Stats.

13 (43.24(2)(l))

14 In fulfilling this obligation, contingent upon the participation of all Members, the System shall
15 pay for Library Council of Metropolitan Milwaukee (LCOMM) membership for each member
16 library.

17 j. Automation.

18 "Planning with the division and with participating public libraries and other types of
19 libraries in the area in regard to library technology and sharing of resources. By January
20 1, 2000, and by every 5th January 1 thereafter, the public library system shall submit to
21 the division a written plan for library technology and sharing of resources." Wis. Stats.

22 (43.24(2)(m))

1 k. New Services.

2 "Any other service programs designed to meet the needs of participating public libraries
3 and the residents of the system area, as determined by the public library system board
4 after consultation with participating public libraries." Wis. Stats. 43.24(1)(1)

5 In addition to the aforecited services, the System, in consultation with the Technical Advisory
6 Committee, may also provide new services and programs that the Members may define as
7 particularly needed to satisfy their communities and which cannot be as practicably satisfied by
8 the members individually. Unless these new services and programs are required by state
9 regulations or provisions of the Wisconsin Statutes, these programs are voluntary.

10
11 2. SYSTEM ADMINISTRATION.

12 a. System Board Powers.

13 "A federated public library system board shall have the powers of a public library board
14 under s. 43.58 with respect to system-wide functions and services. The local library
15 boards shall retain responsibility for their public libraries in all other areas." Wis. Stats.
16 (43.19(2)(b))

17 b. System Board Appointments.

18 "In a federated public library system whose territory lies within a single county the
19 system board shall consist of 7 members nominated by the county executive, or by the
20 county board chairperson in a county without a county executive, and approved by the
21 county board. At least 3 members of the system board, at the time of their appointment,
22 shall be active voting members of library boards governing public libraries of
23 participating municipalities, and at least one of these shall be a member of the library

1 board governing the resource library. At least one but not more than 2 members of the
2 county board shall be members of the system board at any one time." Wis. Stats.
3 (43.19(1)(a))

4 c. Annual Report & Audit.

5 "Annually, at the time required by the division, each public library system shall report to
6 the division on its operations, expenditures and territory served during the preceding year.
7 shall submit a plan describing the program for library service to be carried out in the
8 subsequent year and shall furnish such other information as the division requires." Wis.
9 Stats. 43.17(5))

10 In fulfilling this obligation, MCFLS agrees to engage an independent certified public accountant
11 to conduct an annual fiscal audit and furnish copies of the report to the Member library boards as
12 well as other pertinent jurisdictions on a timely basis and as may be required by state law and
13 regulations.

14 d. System Administrator.

15 "Notwithstanding ss. 59.17(2)(br) and 59.18(2)(b), responsibility for administration of a
16 public library system shall vest in a head librarian who shall be appointed by and directly
17 responsible to the public library system board." Wis. Stats. 43.17(4))

18 e. Court-ordered or Subpoenaed Data.

19 Because of the cross-jurisdictional nature of library use in Milwaukee County and because of the
20 proprietary role that MCFLS has traditionally played in the retention and custody of borrower
21 records and commitment to database integrity, the System shall be the sole point of contact for
22 any court-ordered or subpoenaed compilation and/or surrender of user information or borrowing
23 data. Such single point of contact shall ensure consistency in the collection, preparation, and

1 packaging of said information and data. In fulfilling this obligation, the System shall provide a
2 mutually agreeable procedure that ensures that the retention and custody of all borrower records
3 and system collection database integrity is maintained, and that statutory confidentiality
4 requirements are observed.

5 6 II. MEMBER LIBRARY REQUIREMENTS -

7 "A municipal, county or joint public library may participate in a public library system if it
8 meets all of the following requirements:

- 9 1. Organization: Is established under this chapter. Wis. Stats. 43.15(4)(c)(1)
- 10 2. Location: Is located in a county that participates in a public library system. Wis.
11 Stats. 43.15(4)(c)(2)
- 12 3. Municipal Authorization: Is authorized by its municipal governing body or county
13 board to participate in the public library system. Wis. Stats. 43.15(4)(c)(3)
- 14 4. Same Service: Enters into a written agreement with the public library system board to
15 participate in the system and its activities, to participate in interlibrary loan of
16 materials with other system libraries and to provide, to any resident of the system
17 area, the same library services, on the same terms, that are provided to the residents of
18 the municipality or county that established the member library. This subdivision does
19 not prohibit a municipal, county or joint public library from giving preference to its
20 residents in library group programs held for children or adults if the library limits the
21 number of persons who may participate in the group program." Wis. Stats.
22 43.15(4)(c)(4)

1 In providing for the interagency and interlibrary loan of library resources, Members will observe
2 those policies concerning forms of material loan of the owning library. The Member further
3 agrees to provide for direct patron access to a fully interactive version of CountyCat that allows
4 patron initiated holds as a condition of receiving compensation for non-resident borrowing.
5 Reimbursement to Member libraries for nonresident borrowing is provided under the terms of
6 Attachment RB.

7 5. Level of Funding: "Receives funding from the municipal or, for a consolidated
8 county library or a county library service, from the county governing body at a level
9 that is not lower than the average of such funding received for the previous 3-years.
10 The following are not included as funding for purposes of computing the 3-year
11 average.

12 a. Funding received from a state, federal or private source that has been designated as
13 funding for library services.

14 b. Unspent funding appropriated by a municipality or county for library services for a
15 prior year.

16 c. For a municipal or joint public library, funding received from a county."

17 Wis. Stats. 43.15(4)(c)(6))

18 Library Director: "Employs a head librarian holding current public library certification
19 from the department of public instruction." Wis. Stats. 43.15(4)(c)(6))

20 6. Member Library Annual Report.

21 "Within 60 days after the conclusion of the fiscal year of the municipality or county in
22 which the public library is located, the library board shall make a report to the division
23 and to its governing body. The report shall state the condition of the library board's trust

1 and the various sums of money received for the use of the public library during the year,
2 specifying separately the amounts received from appropriations, from the income of trust
3 funds, from rentals and other revenues of the public library and from other sources. The
4 report shall state separately the condition of the permanent trust funds in the library
5 board's control, shall state in detail the disbursements on account of the public library
6 during the fiscal year and shall contain an estimate of the needs of the public library for
7 the next succeeding fiscal year.

8 The report to the division shall include data concerning library materials,
9 facilities, personnel, operations and such other information as the division requests.

10 The report to the division shall contain a statement by the library board indicating
11 whether the public library system in which the library participated during the year of the
12 report did or did not provide effective leadership and adequately meet the needs of the
13 library and an explanation of why the library board believes so. The division shall design
14 the form of the statement so that it may be removed from the report and forwarded to the
15 division before it is sent to the public library system." Wis. Stats. 43.58(6)(a,b,c))

16
17 **III. MUTUAL REQUIREMENTS – Both the System and Member Library agree:**

18 **A. Extension of Services.**

19 **1. Member Service to Milwaukee County Non-Member Communities That Do Not Operate**
20 **a Public Library.**

21 "The plan of library service for a county, whether for a single county or a multi-county
22 system, shall provide for library services to residents of those municipalities in the county
23 not maintaining a public library under this chapter. The services shall include full access

1 to public libraries participating in the public library system and the plan shall provide for
2 reimbursement for that access." Wis. Stats. (43.11(3)(c))

3 In fulfilling this obligation, the System shall provide a procedure including reimbursement that
4 will allow the residents of any Milwaukee County non-member community that do not operate a
5 public library to use the library collections and services of Members.

6 In fulfilling this obligation, based on procedural terms provided by the System, and
7 service reimbursement payment provided by the System and agreed to by the Member (as
8 specified in Attachment RB), the Member shall provide the same library service to the residents
9 of Milwaukee County non-member communities that do not operate a public library that sign an
10 agreement for library services with the System Board.

11 2. Member Service to Milwaukee County Non-Member Communities That Do Operate a
12 Public Library. Neither System nor Member shall enter into agreements with Milwaukee County
13 Non Member Communities that do operate a public library, which permit the extension of
14 System services, without the approval of the Member Board and System Board. The Member
15 may issue individual borrower cards, granting said borrowers use of only the Member library's
16 resources and services.

17 3. Member Services to Adjacent Systems. Neither party, System Board nor Member Board,
18 will enter into any contracts with adjacent systems which obligates the other party to provide
19 services, without the prior approval of the other party.

20 4. Member Services to Non-Adjacent Systems. At its discretion, the System Board may
21 enter into agreements with non-adjacent systems. However, if said agreement obligates the
22 Member to provide services, the System assumes the financial obligation to compensate the
23 Member for those services, at a rate that is mutually agreed upon prior to the initiation of service

1 provision. Also, if any compensation is owed to the non-adjacent system for services provided
2 to Milwaukee County residents, the System assumes the financial obligation to compensate the
3 non-adjacent systems for those services.
4

5 **B. Withdrawal or Expulsion from and Abolition of the System.**

6 (l) Withdrawal. (ag) "In this subsection, "participating municipality" means a
7 municipality that operates a public library and is a member of a public library system."

8 (am) Not less than 3 years after affiliating with a public library system, a participating
9 municipality or a county may withdraw from the system by adoption of a resolution by a
10 two-thirds vote of its governing body under pars. (ar) and (b), if the resolution is adopted
11 at least 6 months prior to the close of the system's fiscal year. The resolution shall
12 become effective at the close of the system's fiscal year.

13 (ar) With the approval of the governing bodies of participating municipalities that
14 contain, according to the most recent estimate prepared under s. 16.96, at least 80% of the
15 population participating municipalities in the county, a county may withdraw from a
16 federated public library system whose territory lies within 2 or more counties.

17 (b) A participating municipality may withdraw from a federated public library system."
18 Wis. Stats. 43.18(1))

19 (2) Abolition. A county may abolish a public library system whose territory lies only
20 within that county, except that a county containing 1st class city may abolish such a
21 public library system only with the consent of the municipalities within the system" Wis.
22 Stats. 43.18(2))

1 (2m) Expulsion. With the approval of the division, a public library system may expel,
2 or reduce aids or services to, a municipality or county that fails to meet the requirements
3 under s. 43.15(2) or (4)." Wis. Stats. (43.18(2m))

4 "(3) Procedure. (a) Prior to taking any action to abolish or withdraw under this section,
5 the county board or other municipal governing body shall hold a public hearing on the
6 proposed action and shall publish a class I notice, under ch. 985, of the hearing. Notice
7 of the hearing also shall be given by registered mail not less than 30 days prior to the
8 hearing to the governing body of every other municipality and county participating in the
9 public library system, to the public library system board and to the division.

10 (b) a municipality or county withdrawing or expelled under this section from public
11 library system is responsible for its allocated share of the outstanding liabilities of the
12 system on the effective date of its withdrawal or expulsion.

13 (c) Upon taking final action under this section to withdraw from or abolish a public
14 library system, the county board or other municipal governing body shall give notice, by
15 registered mail, of the action taken to the governing body of every other municipality and
16 county participating in the public library system, to the public library system board and to
17 the division.

18 (d) Prior to expelling a municipality or county from a public library system, the system
19 board shall notify the municipality or county and the division, by registered mail, of the
20 reason for the action under consideration and shall hold a public hearing concerning the
21 action. The system board shall file a plan for alteration of the system territory under s.
22 43.13(2) by November 15 of the year preceding the year in which the expulsion will take
23 effect under s. 43.13(3) and the division shall adjust state aid under 43.24 accordingly.

1 (c) A municipality or county that has withdrawn or that has been expelled from a public
2 library system may participate in a public library system only by fulfilling the
3 requirements for initial participation under s. 43.15(4)(b) or (c) and by adopting a new
4 plan of library service for the county." Wis. Stats. (43.18 (3))

5
6 C. Disclaimer. Statutory citations made herein are for reference purposes. In the event that
7 any provision of this agreement conflicts with any provision of law as it now exists or is
8 hereafter amended such provision of law shall be controlling.

9
10 D. Term of Agreement. The term of this Agreement shall be four years commencing on
11 January 1, 2001 and ending on December 31, 2004. Prior to the end of the term, the Agreement
12 may be modified at any time but only by the written agreement of both parties.

13 Either party to this Agreement may at any time request amendment of the Agreement,
14 based upon a substantial change in circumstances. In the event of such a request, the other party
15 will in good faith consider the requested amendment.

16 The System and the Member formally acknowledge that the provisions included in this
17 Agreement, beyond those expressly stated in Wisconsin State Statute, Chapter 43, [designated by
18 shadowed text], cannot be required as a condition of System Membership. Such provisions are
19 entered into, and adhered to on a voluntary basis.

20 No reimbursement will be provided for materials borrowed from member libraries that do
21 not agree and adhere to the voluntary (non-statutory) terms contained in this Agreement.

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

By _____
Christopher Goldsmith, President

Date _____

Tay Schoy

By Kathleen M. Huston
Kathleen M. Huston, Secretary

Date 01.25.01

IN THE PRESENCE OF:

CITY OF MILWAUKEE

By _____
John O. Norquist, 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 Kamiasty

By Richard Maslowski (DN)
Richard Maslowski, President

Date 01-25-01

Judy Kamiasty

By Doris J. Nix
Doris J. Nix, Secretary

Date 01-25-01

Approved as to form, content,
and execution this _____ day
of _____, 2001.

Assistant City Attorney

ATTACHMENT GT

Glossary of Terms

Circulation – The act of lending or renewing an item from the library's collection for use outside the library. Includes all items from all library units administered by the library board.

Interlibrary and interagency loan items received by the library and circulated by the library should be reported as a circulation. Interlibrary loan items sent to other libraries outside Milwaukee County should not be counted as circulation.

Interagency Loan – An item of library material provided by a MCFLS member library to another MCFLS member library. For the purposes of circulation statistics and reciprocal borrowing payment, this transaction is tallied only when the borrower is actually scanned.

Interlibrary Loan – An item of library material provided by a MCFLS member library to a non-MCFLS member library.

Net Lending – The differential in the exchange of materials that results when a member public library, operated by one or more communities, circulates more items to the residents of another community, that operates a member public library, than its own residents borrow from that member public library.

Non-Residents – Persons served by a library but who reside outside of that library's municipality.

1 Resource Library – The member library, of which the governing body has agreed to meet all
2 requirements as stipulated in Wisconsin State Statutes (43.16), and with which MCFLS has
3 negotiated and executed a contract agreeing to reimbursement for services as noted in
4 (43.24(2)(b)).

5

ATTACHMENT CS

Consultant Services

Attachment CS will be open to revision, during the life of this Agreement, based upon recommendation by the Technical Advisory Committee, approval by the member library boards and the System board.

[Committee notes: MCFLS staff members provide Consultant Services. MCFLS staff would come out to an individual library to discuss the project or discussion may take place by telephone, email, in-person at the MCFLS office.]

Technology

- Networking
- Firewalls
- Recommended Equipment – PCs and peripherals
- Wiring
- Remote user authentication
- NT (network technology)
- Domain Administration
- Recommendations concerning member needs for unique loan rules, Itypes, Material Types, etc.

Long-Range Planning

Grant Writing

- 1 Special Needs
- 2 Book Talks
- 3 Administrative Process
- 4 - Boards
- 5 - Agendas
- 6 - Bylaws
- 7 - Document Archiving
- 8 Employee Issues, from the administrative and legal perspective
- 9 - Bargaining Unit – contract negotiations
- 10 - Writing job descriptions
- 11 Federated System
- 12 - History
- 13 - Issues
- 14 - Statute
- 15

ATTACHMENT IST

In-Service Training

Attachment IST will be open to revision, during the life of this Agreement, based upon recommendations by the Technical Advisory Committee, approved by the member library boards and System board.

[Committee notes: In-service training is provided by the MCFLS staff, at the MCFLS office or at some other location where a group of individuals from member libraries could receive training at one time.]

- Trustee, staff orientation**
- Library law update**
- INNOPAC/Millennium software modules**
- Email**

ATTACHMENT RB

Reciprocal Borrowing

1. Non-residents Member Library Borrowing, Reimbursement: In each instance the calculation of "net" status is to be based upon the amount of nonresident circulations, including interagency loans, experienced in each library, less the circulations which the residents of that community have registered in the libraries of all other member libraries. For the purpose of this agreement, all formula calculations pertaining to material transactions shall be based upon material ownership.

For the purpose of this agreement, all formula calculations pertaining to material transactions shall be based on material ownership. Each member library voluntarily agrees to provide reimbursement at the per unit circulation rate for materials its residents borrow from other member libraries that agree to provide reciprocal reimbursement according to the terms below.

a. Reciprocal Borrowing Fiscal Year: The annual reimbursement shall be based upon circulation figures for the period of October 1, through September 30, and paid the following year according to Section 3 – Payment Schedule, below.

b. Per Unit Circulation Rate Worksheet: For the purpose of calculating the actual cost of service rendered to citizens of a non-member community, each member library shall calculate its per-circulation rate. The per unit circulation rate is derived based upon the total expenditures by the member library for personnel and fringe benefits (exclusive of

1 maintenance personnel), library materials (books, AV, and periodicals), supplies and
2 circulation related postage divided by the total circulation of the member library. In the
3 tabulation of the per unit circulation rate, the personnel and fringe benefits, as well as
4 library materials expenditures associated with the reference services of the Resource
5 Library, which is the Milwaukee Public Library's Central Library, shall be excluded. No
6 other expenditures shall be included. All expenditures shall be based upon the previous
7 calendar year period. Per unit circulation rate shall be calculated annually.

8
9 c. Reciprocal Borrowing Reimbursement:

10 Year One:

- 11 • Service period October 1, 2000 – September 30, 2001 (Paid in 2002).
- 12 • All non-resident transactions shall be reimbursed, i.e., transactions shall not be netted.
13 Interlibrary Service (ILS), and "wildcard," transactions shall be disallowed. West
14 Milwaukee transactions shall be reimbursed under unique terms specified in Section
15 2, below.
- 16 • Member Libraries. Each member library shall receive reimbursement for each
17 transaction, involving the loan of materials owned by its library to non-residents, at
18 the rate of \$1.75 per transaction or its actual per circulation rate, whichever is lower.
19 Each member library shall provide payment for each transaction involving the
20 borrowing by its residents of materials owned by another member library at the rate
21 of \$1.75 or the actual rate of the lending library, whichever is lower.

22 Year Two:

- Service period October 1, 2001 – September 30, 2002 (Paid in 2003).

- 1 • All non-resident transactions shall be netted. The net borrowing member libraries
2 shall make reimbursement to the net lending member libraries. Said reimbursement
3 shall be exclusive of Interlibrary Service (ILS), "wildcard" and West Milwaukee
4 transactions. The calculation of dollars owed by each net borrowing member library
5 will be achieved based on actual net nonresident circulations, including interagency
6 loans, experienced in each vis-à-vis each other member library. West Milwaukee
7 transactions shall be reimbursed under unique terms specified in Section 2, below.
- 8 • Net Lending Libraries. Each member library with a positive imbalance in non-
9 resident borrowing with another member library shall be reimbursed by that member
10 library and the System for each net positive transaction at the rate of \$1.625 or its
11 actual per circulation rate, whichever is lower.
- 12 • Net Borrowing Libraries. Each member library with a negative imbalance in non-
13 resident borrowing with another member library shall provide compensation to that
14 member library for each net negative transaction at the rate of \$1.50 or the actual per
15 circulation rate of the lending library, whichever is lower.
- 16 • The System. To reconcile the differential, the System shall pay to the net lending
17 libraries 12.5 cents for each net negative transaction, or the difference between the net
18 lending library's actual rate and \$1.50, whichever is lower.

19 Year Three:

- 20 • Service period October 1, 2002 – September 30, 2003 (Paid in 2004).
- 21 • All non-resident transactions shall be netted. The net borrowing member libraries
22 shall make reimbursement to the net lending member libraries. Said reimbursement
23 shall be exclusive of Interlibrary Service (ILS), "wildcard" and West Milwaukee

1 transactions. The calculation of dollars owed by each net borrowing member library
2 will be achieved based on actual net nonresident circulations, including interagency
3 loans, experienced in each vis-à-vis each other member library. West Milwaukee
4 transactions shall be reimbursed under unique terms specified in Section 2, below.

- 5 • Net Lending Libraries. Each member library with a positive imbalance in non-
6 resident borrowing with another member library shall be reimbursed by that member
7 library and the System for each net positive transaction at the rate of \$1.50 or its
8 actual per circulation rate, whichever is lower.

- 9 • Net Borrowing Libraries. Each member library with a negative imbalance in non-
10 resident borrowing with another member library shall provide compensation to that
11 member library for each net negative transaction at the rate of \$1.25 or the actual per
12 circulation rate of the lending library, whichever is lower.

- 13 • The System. To reconcile the differential, the System shall pay to the net lending
14 libraries 25 cents for each net negative transaction, or the difference between the net
15 lending library's actual rate and \$1.25, whichever is lower.

16 Year Four:

- 17 • Service period October 1, 2003 – September 30, 2004 (Paid in 2005).
- 18 • All non-resident transactions shall be netted. The net borrowing member libraries
19 shall make reimbursement to the net lending member libraries. Said reimbursement
20 shall be exclusive of Interlibrary Service (ILS), "wildcard" and West Milwaukee
21 transactions. The calculation of dollars owed by each net borrowing member library
22 will be achieved based on actual net nonresident circulations, including interagency

1 loans, experienced in each vis-à-vis each other member library. West Milwaukee

2 transactions shall be reimbursed under unique terms specified in Section 2, below.

- 3 • Net Lending Libraries. Each member library with a positive imbalance in non-
4 resident borrowing with another member libraries shall be reimbursed by that
5 member library and the System for each net positive transaction at the rate of \$1.50
6 or its actual per circulation rate, whichever is lower.

- 7 • Net Borrowing Libraries. Each member library with a negative imbalance in non-
8 resident borrowing with another member library shall provide compensation to that
9 member library for each net negative transaction at the rate of \$1.00 or the actual per
10 circulation rate of the lending library, whichever is lower.

- 11 • The System. To reconcile the differential, the System shall pay to the net lending
12 libraries 50 cents for each net negative transaction, or the difference between the net
13 lending library's actual rate and \$1.00, whichever is lower.

14
15 2. Non-Member Community That Does Not Operate a Public Library (West Milwaukee) –

16 Borrowing. Each circulation transaction attributable to residents of a non-member community
17 that does not operate a public library (West Milwaukee) shall be calculated as a net negative
18 transaction. Reimbursement for these transactions shall be made to the System by the non-
19 member community that does not operate a public library (West Milwaukee) under terms
20 specified in a separate agreement between that community and the System. Said reimbursement
21 at actual cost per transaction (as defined in Section 1 – Item b. Per Unit Circulation Rate
22 Worksheet, above) shall be paid by the System to the relevant lending member libraries based
23 upon the timeline noted in Section 3 -- Payment Schedule, below.

1 3. Payment Schedule. To facilitate local budgeting, on or before July 10, the System shall
2 provide to each member library a statement of "projected" revenues or expenditures related to
3 reciprocal borrowing. This statement shall be based upon actual data for the first three-quarters
4 of the reciprocal borrowing fiscal year, and actual data from the previous reciprocal borrowing
5 fiscal year for the last quarter. Reciprocal Borrowing invoices will be submitted by the System
6 to each member library experiencing a negative "net" imbalance in non resident borrowing no
7 later than November 15 for payment to the System (for pass through to those member libraries
8 experiencing a positive "net" imbalance in non-resident borrowing) no later than January 31.
9 Payment to net lenders shall be made by MCFLS no later than February 28.

1 ATTACHMENT SFP

2 Supplies, Forms and Postage Charges

3
4 Attachment SFP will be open to revision, during the life of this Agreement, based upon
5 recommendation by the Technical Advisory Committee, approval by the member library boards
6 and the System board. In no case will these changes exceed the vendor supplier invoice value of
7 the items rendered to the member library by the System.

8
9 Member libraries shall have the option of having the forms identified in Attachment SFP of this
10 agreement printed locally using the System approved format. Upon Member request, the System
11 agrees to provide a clean copy of any FL-form. The Member, in turn, agrees to make no
12 alteration to the form or instruct a print vendor to make such alteration, including the insertion of
13 its local library logo.

14
15 In the event that the Member desires to cease purchasing any form/s (other than FL-21 –
16 Borrower Cards) from MCFLS, it shall provide a minimum of three months written advance
17 notice. In the event that the Member desires to cease purchasing FL-21 – Borrower Cards
18 (which include a library-specific barcode and are unusable by any other library) from MCFLS,
19 the Member shall provide either six months written advance notice, or reimbursement to MCFLS
20 for 50% of the cost of the remaining unusable stock, whichever the Member prefers.

21
22 In addition, MCFLS shall make all forms (except those containing barcodes) available in the
23 MCFLS online Administrative Manual.

1
2 1. Postage and the following forms used by member libraries to support general functions
3 shall be reimbursable to MCFLS by the member libraries. All charges will be billed quarterly on
4 an actual use basis.

5
6 No Number Circulation Notice Forms, e.g., overdue, hold notification, statement of charges,
7 etc.

8 FL-11 Borrower application

9 FL-11-1 Spanish application

10 FL-21 Library Card

11 FL-28-2 Date Due Slip

12 FL-12 Business Application

13 FL-13-1 Organization Application

14 FL-22 Business Library Card

15 FL-35 Library Card Notification/Address Verification

16 FL-37 "We are Sorry..."

17 FL-47 Fee Card Application

18 FL-48 Fee Card

19 FL-62 Instruction to Parents

20 FL-62-1 Instruction to Parents (Spanish)

21 FL063 Organization Card

22 No Number Book & Spine Labels

23 No Number Laser Barcodes

1 No Number All Circulation Related Postage and TNS Charges

2 No Number Innovative purchase orders

3 No Number Cash Bags and Cards

4

5 2. The following non-computer supplies and forms used by member libraries to support
6 system-related functions shall be provided by MCFLS to member libraries at no cost.

7 FL-2 Supply Order Forms

8 FL-5 Your MCFLS List of Libraries

9 FL-9 Book Delivery Identification Card

10 FL-14 Temporary Receipts

11 FL-15 Materials Location Form

12 FL-18 Reference Tally Sheet

13 FL-23 Hot Picks Slip

14 FL-24 Suburban Interlibrary Loan Request Form

15 FL-27 Hold Item Slip

16 FL-28 Damaged Materials Card

17 FL-34 Charge Recording Form

18 FL-44 Change of Address Form

19 FL-51 Barcode Order Form

20 FL-80 Community Information Profile

1 SPECIAL ATTACHMENT

2 Computer Services

3 Basic Services and Equipment

4 I. RECITALS

5 WHEREAS, the computer and telecommunications services are operated and maintained
6 under the stewardship of MCFLS for the use and benefit of its MEMBER LIBRARIES; and

7 WHEREAS, the MEMBER LIBRARIES contribute funds toward relevant MCFLS
8 computer and telecommunications services and depend on those services for essential staff and end
9 user functionality; and

10 WHEREAS, MCFLS and the MEMBER LIBRARIES are partners in automation and, as
11 such, have a shared responsibility to maximize the effectiveness and integrity of the computer and
12 telecommunications services; and

13 WHEREAS, MCFLS and the MEMBER LIBRARIES should, at all times, consider the
14 impact of individual technology initiatives on its/their partners; and

15 WHEREAS, neither MCFLS nor the MEMBER LIBRARIES shall intentionally implement
16 or intentionally allow to be implemented any act which compromises the security and integrity of
17 the computer and telecommunications services,

18 NOW, THEREFORE, in consideration of the mutual covenants herein, IT IS AGREED
19 THAT: In the provision of all services supplied by MCFLS, under the terms of this Attachment,
20 ultimate priority will be given to MCFLS Members.

21
22 II. SERVICES. MCFLS shall provide the following levels of computer/automation services:

23 Basic; MCFLS Supplied; Optional; Add-On Hardware or Software; and MCFLS Brokered. The

1 distinguishing features of each level is the original funding source and the on-going maintenance
2 cost allocation.

3 A. Basic: Items in this category are products or services related to the basic
4 functions of the library automation system that are available to all members and used by
5 most, if not all, members. Most products were purchased with funds from the initial county
6 provided capital budget. Ongoing costs are prorated back to all members based on the
7 percentage of overall MCFLS-wide circulation attributable to the residents of each member
8 community. During the term of this Agreement, new items or items from other service
9 categories may be moved into the Basic category only by agreement of MCFLS and of all
10 members. A list of products included in Basic Service is in Exhibit Three – Basic Services.

11 B. MCFLS Supplied: Items in this category are products or services related to
12 functions or services which generally are not part of the library automation system and that
13 are available to all members. Most were purchased with funds from the initial county
14 provided capital budget, MCFLS grants or MCFLS operating budget. Ongoing support
15 costs are paid entirely by MCFLS. (Examples include e-mail, Internet access, and web-
16 browser).

17 C. Optional: Items in this category are products or services related to
18 additional functions of the library automation system that are available to all
19 members. Most were purchased with funds from the initial county provided capital budget,
20 MCFLS grants or MCFLS operating budget. Ongoing support costs are prorated back to the
21 members who use the product or service based on a formula negotiated for each service
22 product. (An example is the telephone notification system.).

1 D. Add-On Hardware or Software: Items in this category are products or services
2 related to additional functions of the library automation system that are available only to and
3 used by one or more specific member. Initial purchase costs and ongoing support costs are
4 prorated equally among the members that use the products. See Exhibit Eight – Shared
5 Costs. (Examples include Self-Check and Accounting Interface.)

6 E. MCFLS Brokered: Items in this category are products or services related to added
7 functions or services not generally related to the library automation system that are available
8 to the members who voluntarily participate in the group purchase arrangement. MCFLS
9 will act as an agent for group purchase agreements for computer-related products or
10 enhancements when requested by members. Initial costs and ongoing support costs are
11 prorated among the members based on a formula negotiated for each product or service (An
12 example is INNView).

13 F. New Services: In addition to the afore cited levels of computer/automation
14 services, MCFLS, in consultation with the members, may also provide new services and
15 programs that the members may define as particularly needed to satisfy their communities
16 and which cannot be as practicably satisfied by the members individually. Unless State
17 regulations or provisions of the Wisconsin Statutes require these new services and programs,
18 these programs are voluntary. All new services will meet one of the above categories or
19 computer/automation services. Members that participate in "New Services" will enter into a
20 mutually agreeable contract for such Services. Any member that subsequently agrees to
21 participate in "New Services" must enter into the same agreement on the same terms. If a
22 shared cost formula will be part of the agreement it will include reimbursement for original
B participants according to Exhibit Eight – Shared Costs.

1 G. Additional Provisions.

2 1. Telephone Renewal Software. In January 2001, MCFLS shall purchase the
3 Innovative Interfaces Telephone Renewal Software. For the term of this Agreement all
4 ongoing maintenance charges associated with that product shall accrue to MCFLS

5 2. Signature Digitization Software. If during the life of this Agreement,
6 Innovative Interfaces makes Digitized Signature Software available, MCFLS and the same
7 member negotiation team that development this Attachment, will negotiate issues
8 surrounding the purchase, funding and implementation of same.

9 3. LSTA Grant Meeting. Every March, during the life of this Agreement,
10 MCFLS agrees to convene a meeting of the members to solicit ideas for the use of the
11 subsequent year's LSTA Technology block grant funds.

12
13 III. EQUIPMENT AND SERVICES – MAINTENANCE AND SUPPORT. MCFLS shall

14 provide insurance coverage on all computer system equipment housed at the central site. The
15 System will be responsible to maintain and support the following central site equipment and
16 services, at no cost to the member:

17 A. Equipment: All equipment in the System's Computer Room and offices, including:

18 1. Servers: The Central Server delivers the primary functional CountyCat
19 software application. A variety of smaller servers deliver a number of other
20 applications including, email, Internet, etc.

21 2. PIX Firewall: Protects the resources of MCFLS private network from users
22 from the Internet and other networks.

3. CSU/DSU: Converts digital data frame from the communications technology used on a member local area network (LAN) into frames appropriate to MCFLS wide area network (WAN) and vice versa.
4. Routers: Determines the next network point to which a packet should be forwarded toward its destination.
5. Hubs: Provides a place of convergence where data arrives from one or more directions and is forwarded out in one or more other directions.
6. Terminal Servers: Provides terminals (dumb terminals, PCs, printers, and other devices) with a common connection point to a local or wide area network.
7. Terminal Consoles: Provides remote administration to the Central Server.
8. Modem Pools: A group of modems provide dial-in access to CountyCat.

B. NT Services:

1. DHCP: Provided by MCFLS NT Primary Domain Controller -- assigns dynamic IP addresses for all member workstations connected to the System Wide Area Network.
2. DNS and WINS: Provided by MCFLS NT Primary Domain Controller -- provides Domain name resolution and Windows name resolution to member workstations connected to the System Wide Area Network.
3. NT Authentication: Provided by MCFLS NT Primary Domain Controller -- authenticate login to all MCLFS Network services and shared resources from any member workstations connected to the System Wide Area Network.

1 4. Internet Information Service: Provided by MCFLS NT Web Server – Host
2 MCFLS and, upon request, any member web sites.

3 5. Exchange Service: Provided by MCFLS NT Mail Server – provide email
4 usage to all member users connected to the System Wide Area Network.

5 C. Remote Site Network Equipment (MCFLS Tags): MCFLS shall maintain and
6 support, at no cost to the member, all network equipment at the participating library
7 site, including: DSU/CSU, Routers, Hubs and Terminal Servers, as inventoried in
8 Exhibit Nine – Equipment List.

9 D. Remote Site Computing Equipment (MCFLS Tags)

10 1. Maintenance and Support Services - Timeline: MCFLS shall maintain and
11 support all computing equipment, defined as:

- 12 • Computer Systems: Local Servers, Workstations, Monitors and Keyboards.
- 13 • Scanning Devices: Decoders, Scanners, and Wands.
- 14 • Printers: Receipt, Dot-matrix, DeskJet and Laser Printers.
- 15 • Terminals: Wyse and Dorio

16 and inventoried in EXHIBIT NINE – EQUIPMENT LIST, as noted below:

17 a. In calendar year 2001, MCFLS shall maintain and support said
18 equipment, under the terms included in Sections III(D)(2)(a-f) below, with
19 “time and materials” provided on a free of charge basis.

20 b. From January 1, 2002 through December 30, 2002, MCFLS shall
21 maintain and support said equipment, under the terms included in Sections
22 III(D)(2)(a-f), below, with the following condition: the cost of any
23 replacement “materials” for computing equipment, deemed by MCFLS to be

1 non-repairable, shall be shared equally (on a 50/50 basis) by MCFLS and
2 the member. Maintenance "time" shall continue to be provided on a free of
3 charge basis.

4 c. Effective December 31, 2002, the member shall assume ownership
5 responsibility for all said equipment. Thereafter, any maintenance and
6 support services requested by the member shall be provided by MCFLS on a
7 full "time and materials" cost recovery basis.

8 d. Broker Group Purchases. Effective December 31, 2002, MCFLS
9 shall annually poll each member to determine its equipment replacement
10 needs for the subsequent year and provide consultation assistance relative to
11 the identification of compatible and appropriate equipment and broker group
12 purchases in the acquisition of same. Members may elect not to participate
13 in said group purchases.

14 e. Troubleshooting Training. Effective December 31, 2002, MCFLS
15 staff will provide troubleshooting training relative to computing systems and
16 peripheral devices. In addition MCFLS staff will commit to researching the
17 marketplace and developing and maintaining awareness of new equipment
18 options and developing technologies.

19 2. Maintenance and Support Services - Conditions:

20 a. MCFLS Obligation. MCFLS will respond to problems with
21 equipment and/or software in a timely manner. MCFLS shall maintain and
22 support all computing equipment, as inventoried in Exhibit Nine –
Equipment List, configured to a standard. MCFLS will maintain, in an

existing state, or support all devices purchased with initial County provided capital funds. If the device cannot be supported, i.e., kept operational at the same level, then MCFLS will swap out a non-functioning non-repairable device with like (or as nearly like as possible) new or a reconditioned device. The swapped out device will meet or exceed the minimum configuration of the device it is replacing.

b. Configuration Standard: For each PC model (networked or non-networked) purchased with initial County provided capital funds, and for which MCFLS provided 'maintenance and support' is expected, a basic OS and functional software configuration will be identified. For some components of the configuration; i.e., browser, telnet clients, etc., libraries may select from a list of supported products. For each device, said configuration would be kept on file at MCFLS and at each member library, and serve as the swap-out standard for MCFLS 'support' services.

Additional software applications and library unique files would be reloaded and/or restored by the member library staff. MCFLS may offer assistance at no cost or on a fee-for-service basis to reload the above files. MCFLS will publish and make available to members its updated minimum hardware and software standards in January of each year. If the standards are revised during the year, MCFLS will publish and make available to members its updated minimum hardware and software standards. MCFLS will publish, and make available to the members, the description and configuration of the PC's, monitors, terminals and I/O devices, networking devices, and printers

1 and accessories being purchased. This list will be updated and distributed as
2 it is revised.

3 c. Equipment Replacement. MCFLS will maintain a supply of PC
4 units to be used as swap-outs for those devices which are off warranty and
5 non-repairable. A member may add a component or may install software at
6 its own expense. The member will notify MCFLS that the component of
7 software was installed. The member and MCFLS will work together
8 cooperatively to "troubleshoot" problems. The member is responsible for
9 replacing the component if it is not functioning. MCFLS will give the
10 member the component whenever MCFLS swaps or trades machines if the
11 replacement machine does not have at least that capacity or functionality.

12 d. New Equipment. If a new PC must be purchased as a swap-out,
13 MCFLS will provide a PC that meets current MCFLS minimum hardware
14 standards required. The member may request additional features be included
15 for which the member will pay.

16 e. Terminal Replacement. When a dumb terminal is non-repairable, the
17 member may opt for a cash payment of \$400 toward the purchase of a PC
18 which meets or exceeds the then current minimum MCFLS configuration
19 standard. The PC would be the property of the member and MCFLS would
20 be responsible for all maintenance and repairs of the machine if the member
21 so desires.

22 f. Documentation. MCFLS will provide basic configuration
23 documentation for computers and dumb terminals no later than July of each

1 year. This will include settings to connect to CountyCat, e-mail, Internet,
2 etc. MCFLS will provide documentation for terminal servers and routers on
3 a case-by-case 'need-to-know' basis and with, as deemed necessary, MCFLS
4 staff involvement with the issue in question. Under no circumstances would
5 MCFLS provide a router password. The member will provide
6 documentation concerning the library's LAN on a case-by-case 'need-to-
7 know' basis and with, as deemed necessary, staff involvement with the issue
8 in question. Under no circumstances would the member provide a password.

9 E. User License Allocations: MCFLS will sample use at least once a month and report
10 this quarterly to the members. If a utilization level of 740 active user licenses is not reached
11 during the life of this Agreement, a summary of all reports will be given to the next Member
12 Agreement negotiating team for its consideration. If at any time during the term of this
13 Agreement, a utilization level of 740 active user licenses is reached, MCFLS will implement
14 a fixed apportionment of user licenses to each member, as noted in Exhibit Seven – User
15 Licenses. The purchase of user licenses, beyond the fixed apportionment will be the
16 responsibility of the member. Ongoing maintenance charges for the fixed apportionment
17 user licenses will be paid by the members under the “basic services” model detailed in
18 Section II – SERVICES, A – Basic of this Attachment. Ongoing maintenance charges for
19 user licenses purchased individually will be paid by the purchasing library under the
20 “optional” services model detailed in Section II – SERVICES, C – Optional of this
21 Attachment.

22 F. Wide Area Network: Prior to the installation of a new physical network connection,
23 to or from another network or computer not owned or controlled by the member, MCFLS

1 staff will coordinate with the member library staff to ensure that the new external connection
2 does not compromise network integrity or performance. Members with currently existing
3 physical connections to external networks will provide information to MCFLS staff on the
4 evaluation points below, and will work with MCFLS staff to correct any security or
5 performance problems identified with those connections. MCFLS evaluation of the
6 proposed new or existing connection will be based on the following Information, to be
7 supplied by the member.

- 8 1. Name of connecting network and purpose of the connection. Technical
9 contact for the external network.
- 10 2. Description of the connection, including type of connection, end
11 equipment used, and network diagrams of how the connection will be
12 integrated into the existing network.
- 13 3. Anticipated traffic, protocols and volume.
- 14 4. Description of the member resources that will be allowed access by users
15 on the network. *Pass through* traffic and access to resources provided
16 by MCFLS or another member may not be enabled without express
17 permission from MCFLS and any affected member.
- 18 5. Description of security and access limitation measures (i.e. filtering
19 router or firewall) that will be implemented to ensure that MCFLS
20 network and members will not be adversely affected, and to ensure only
21 permissible access is granted.

22 Because networks can change over time, if a subsequent problem develops because

1 of an external connection to the member's network, staff in that library will work
2 cooperatively with MCFLS and any MCFLS designated technical consultants to diagnose
3 the problem and implement corrective action, up to and including temporary or permanent
4 disconnection of the external network.

5 The physical connection means a "hardwire" link.

6 G. Planning and Scheduling Upgrades. Relative to hardware and software
7 upgrades, the scheduling of which are determined by MCFLS and which have a certain or
8 potential fiscal impact on the member, MCFLS will provide a minimum of 18 months
9 notice.

10 H. Insurance Coverage. Members shall provide insurance coverage in their
11 city/village policy on all MCFLS controlled computer equipment at their respective
12 location(s).

13
14 IV. TELECOMMUNICATIONS.

15 A. Minimum Connection Bandwidth. The member shall execute an individual
16 agreement with a qualified telecommunications vendor for point-to-point data line service
17 and pay the full cost of that line. The minimum connection bandwidth between the member
18 and MCFLS shall be T1. Upon request, MCFLS shall provide consultation and technical
19 assistance.

20 B. Trouble Incident Technical Contact. For the purposes of data line trouble calls and
21 in accordance with TEACH Wisconsin policy, the member shall designate MCFLS as the
22 technical contact to its telecommunications vendor. The member agrees to follow the
23 troubleshooting procedure, outlined by MCFLS in Administrative Manual Insert R-24,

1 TEACH T1 Trouble Incident Procedure – Suburban Libraries. In all cases, MCFLS will, as
2 called upon, work cooperatively with the member and the telecommunications vendor to
3 resolve difficulties and/or conflicts.

4 C. Bandwidth – Above T1. The member agrees to directly involve MCFLS in all plans
5 related to its data transmission functionality. If, during the term of this Agreement, the
6 member voluntarily elects to implement bandwidth beyond T1, or any form of evolving data
7 delivery technology (e.g., ATM, wireless) that requires MCFLS to add central site hardware
8 or software and/or reconfigure existing hardware or software, the member shall fully fund
9 all such costs.

10
11 V. SEPARATE COMPUTER SYSTEM

12 At such time as the technology exists that will allow a separate “stand alone” computer system to
13 provide a level of “open and equal” access consistent with MCFLS goals of user convenience and
14 unfettered access, a member desiring to implement a separate computer system may petition
15 MCFLS Board in that regard. The petition shall be granted based on the positive consensus of the
16 other members and the approval of MCFLS Board.

17
18 The MCFLS Board shall study issues surrounding the placement of libraries in each member’s
19 individual “location served table” and in the single remote user “location served table.”

20
21 VI. NEGOTIATION PROCESS.

22 As a historical record, the process utilized in this negotiation of this Attachment is shown as Exhibit
23 Ten – Negotiation Process Document.

EXHIBIT ONE

Automation Charges

Payment terms included in this Attachment shall be inclusive of this contract.

A. Computer Costs. Members shall pay for the following costs associated with the computer system: software maintenance.

B. Calculation of Computer Costs: Members shall provide reimbursement to MCFLS for software maintenance to be calculated based upon the total number of circulation transactions attributable to the member's residents, regardless of the library in which said transactions occur, as a percentage of the total number of circulation transactions of members.

C. Reimbursement Payment Schedule. Such reimbursements to MCFLS to be paid by the members as follows: 100% of applicable costs. Notwithstanding the foregoing statement, under no circumstances will costs begin to accrue to members prior to the actual date upon which the costs begin to accrue to MCFLS

D. Annual Statement of Automation Costs: To facilitate local budgeting, on or before April 1, of each year MCFLS shall provide to each member a statement of all applicable costs for the following year.

- Basic Software Maintenance:

- Invoiced in 2001 shall be calculated based upon each member's calendar year 1999 "circulations attributable to a member's residents, regardless of the library in which said transactions occur, as a percentage of the total number of circulation transactions of members" and applied to MCFLS calendar year 1999 actual costs.

- 1 - Invoiced in 2002 shall be calculated based upon each member's calendar year 2000
2 "circulations attributable to a member's residents, regardless of the library in which said
3 transactions occur, as a percentage of the total number of circulation transactions of
4 members" and applied to MCFLS calendar year 2000 actual costs.
- 5 - Invoiced in 2003 shall be calculated based upon each member's calendar year 2001
6 "circulations attributable to a member's residents, regardless of the library in which said
7 transactions occur, as a percentage of the total number of circulation transactions of
8 members" and applied to MCFLS calendar year 2001 actual costs.
- 9 - Invoiced in 2004 shall be calculated based upon each member's calendar year 2002
10 "circulations attributable to a member's residents, regardless of the library in which said
11 transactions occur, as a percentage of the total number of circulation transactions of
12 members" and applied to MCFLS calendar year 2002 actual costs.
- 13 • Telecommunications data line charges:
 - 14 - Invoiced in 2001, 2002, 2003, and 2004 shall be equal to the site-specific charges
15 invoiced to MCFLS for each member for each of those years.
- 16 • OCLC charges:
 - 17 - Invoiced in 2001 shall be based on the "titles added" in 1999 by each member as a
18 percentage of total titles added in 1999 by all members, and applied to MCFLS calendar
19 year 1999 OCLC costs.
 - 20 - Invoiced in 2002 shall be based on the "titles added" in 2000 by each member as a
21 percentage of total titles added in 2000 by all members, and applied to MCFLS calendar
22 year 2000 OCLC costs.

- 1 - Invoiced in 2003 shall be based on the "titles added" in 2001 by each member as a
2 percentage of total titles added in 2001 by all members, and applied to MCFLS calendar
3 year 2001 OCLC costs.
- 4 - Invoiced in 2004 shall be based on the "titles added" in 2002 by each member as a
5 percentage of total titles added in 2002 by all members, and applied to MCFLS calendar
6 year 2002 OCLC costs.

7 Such reimbursements to MCFLS are to be made, in the form of a cash payment, by July 1 of the
8 calendar year in which they are invoiced.

9 E. Impact Cost Share. MCFLS shall provide basic computer services and equipment. Said
10 basic services and equipment are defined in Section II and identified in Exhibit Three – Basic
11 Services of this Attachment. Additional equipment and services, as currently owned outright or as
12 requested by an individual member, may be provided, at the option of MCFLS. The actual cost of
13 said additional services to be reimbursable to MCFLS by the member, including all relevant labor,
14 software development charges, and ongoing maintenance fees. The actual cost of said additional
15 equipment shall be reimbursable to MCFLS by the member, including all relevant licensing fees,
16 hardware and cabling charges, ongoing maintenance fees, and computer system "impact cost share."

17 Devices not requiring a port or connection to the central site computer may be added at the
18 discretion of the member. The member will be responsible for all costs associated with the
19 installation of this equipment, including maintenance and cabling. For the purposes of this
20 Attachment, computer system "impact cost share" shall be defined as: the number of
21 terminals/devices determined to be "basic" as defined in Section II and identified in Exhibit Three –
22 Basic Services of this Attachment system-wide, subtracted from the number of terminals/devices
23 determined to represent the maximum load relative to MCFLS-controlled central site hardware and

1 software release in place at the time of the addition of said equipment, divided equally into the cost,
2 as projected for the next system upgrade.

3 F. Additional equipment and services as identified by MCFLS and made available MCFLS-
4 wide shall be funded according to Section II - SERVICES. Said additional services, as elected by
5 the member, shall be extended to the residents of other communities on the same basis as they are
6 extended to residents of its own community.

7
8 AUTOMATION CHARGES REIMBURSABLE TO MCFLS

9 BY THE MEMBER

10 MCFLS shall bill the member for the following charges directly related to the computer system.

11 Under no circumstances will costs begin to accrue to a member prior to the actual date upon which
12 the costs begin to accrue to MCFLS

13
14 1. Software Maintenance as charged below:

15 100%

1 EXHIBIT TWO

2 Bibliographic Database Development and Maintenance

3
4 Payment terms included in this Attachment shall be inclusive of this contract. Bibliographic
5 Database Development and Maintenance shall be defined as including all activities and functions
6 deemed to be essential to the creation and oversight of a clean and consistent MCFLS-wide
7 collection of title level records.
8

9 I. MCFLS shall provide, at no charge to the member, directly or by contract with a single
10 source vendor, for the following activities and functions:
11

12 A. The provision of accurate and complete MARC bibliographic records.

13 1. Full MARC cataloging will be provided for new titles
14 in the following materials formats:

- 15 a. All adult, children, and young adult fiction and non-fiction hardcover
16 books except, optionally, board books.
17 b. All large print books.
18 c. Fiction and non-fiction paperbacks.
19 d. Sound recordings except LPs and ephemeral CDs and cassettes.
20 e. All book and cassette kits.
21 f. All scores.
22 g. Maps except those designated Pamphlet File (PF) material.
23 h. Government documents except those designated PF

1 and except, optionally, local government documents such as minutes, annual
2 reports, etc.

3 i. All software.

4 j. Video recordings except those designated ephemeral.

5 k. All serials.

6 2. As new formats become available and members add
7 them to their collections cataloging records will be created as requested by the
8 Member.

9 3. MARC records will be constructed according to national standards as
10 outlined in Anglo American Cataloging Rules II (Revised), OCLC Format
11 Guidelines and Bibliographic Input Standards, and Library of Congress Rules
12 Interpretations.

13 4. MARC records will be downloaded into the local INNOPAC database from
14 the OCLC Online Union Catalog by means of a bibliographic interface. MCFLS
15 holdings will first be set on the OCLC record prior to downloading into the local
16 INNOPAC database.

17 5. If an OCLC record is unavailable for any member-held title that requires a
18 full MARC record, original cataloging on OCLC will be provided and the record
19 exported in to the local INNOPAC.

20 6. MARC records added to the local INNOPAC will include appropriate and
21 liberal use of access points.

22 7. Material types, which are mutually agreed upon to receive brief cataloging,
23 will not be flagged for full MARC cataloging.

1 8. Full MARC records will be provided for short bibliographic entries, which
2 have been entered into MCFLS and flagged for full MARC cataloging by the
3 member.

4
5 B. Bibliographic Database Maintenance. Ongoing maintenance will be provided to
6 records in MCFLS INNOPAC database including:

- 7 1. Merging of duplicate bibliographic.
- 8 2. Moving copies inappropriately placed on a bibliographic record to an
9 appropriate bibliographic record.
- 10 3. Acting upon requests for additional access points and bibliographic
11 information; e.g., uniform titles, added author entries, added title or serials tracings,
12 added subject headings, contents notes, etc.
- 13 4. Acting upon requests for corrections of errors or discrepancies of a
14 bibliographic nature.
- 15 5. Generating periodic reports of bibliographic records with no item holdings
16 and evaluating the records for suppression or deletion.
- 17 6. Performing delete transactions on both the SYSTEM INNOPAC and OCLC
18 in order to remove those items marked for deletion.

19
20 C. Authority Control Services. Establish and maintain the database of Library of
21 Congress controlled headings with related cross references for personal/corporate
22 names; uniform titles; subject headings (name, topical, and geographic); and series
23 headings.

1 1. Process daily the INNOPAC system reports of new headings and heading
2 conflicts and take appropriate action to effectively maintain the authority control
3 module of the System INNOPAC database.

4 2. As new headings are added to the System INNOPAC database during the
5 cataloging procedure, the Library of Congress authority files on OCLC will be
6 searched in order to locate an established authority record and then download the
7 authority record into the System INNOPAC database.

8 3. Act upon requests for needed additional cross reference.

9 4. As headings change notifications are received from the Library of Congress
10 Cataloging Distribution Service or an authority vendor, make appropriate changes to
11 bibliographic headings and the authority records, either by global replace or
12 individual record review.

13
14 D. Retrospective Conversion Services. Systematically upgrade in full MARC records
15 from the pool of those bibliographic records, which were imported into the database
16 from the prior shelflist and flagged as brief, incomplete records by Library
17 Technologies, Inc.

18
19 E. Bibliographic Database Vendor. Provide access to an online bibliographic database
20 vendor for the contract period. Online transaction charges relative to bibliographic
21 database development and maintenance to be calculated based on the total number
22 of titles added by a member as calculated annually by the System computer, as a
33 percentage of the total number of said titles added System-wide. Notwithstanding

1 the foregoing statement, under no circumstances will costs begin to accrue to a
2 member prior to the actual date upon which the costs begin to accrue to the System.
3

4 **BIBLIOGRAPHIC DATABASE CHARGES REIMBURSABLE TO MCFLS**

5 **BY THE MEMBER**

6 MCFLS shall bill the members for the following charges directly related to OCLC transaction
7 charges and Marcive.
8

9 1. Online Bibliographic Database Vendor Services.

10 100%
11

1 **EXHIBIT THREE**

2 **Basic Services**

3

4 Items in this category are products or services related to the basic functions of the library

5 automation system that are available to all members and used by most, if not all, members. Most

6 products were purchased with funds from the initial county-provided capital budget. A list of

7 products and associated monthly maintenance costs, as included in Basic Services category, are

8 noted in the ALL column of this Exhibit. Ongoing costs are prorated back to members based on the

9 percentage of overall system circulation attributable to the residents of each member's community.

10 The products, for which MCFLS assumes ongoing maintenance charges and the associated monthly

11 costs, are noted in MCFLS column of this Exhibit. The products for which specific members

12 assume ongoing maintenance charges and the associated monthly costs, are noted in a separate

13 column for each member.

14

EXHIBIT FOUR

Calendar

| | | |
|----|-----------------|----------------------------------------------------------|
| 1 | | Effective date of agreement |
| 2 | | |
| 3 | | |
| 4 | January 1, 2001 | First quarterly user license allocation report |
| 5 | January 2001 | MCFLS purchases telephone renewal software |
| 6 | January 2001 | MCFLS publishes minimum hardware and software |
| 7 | January 2, 2001 | configuration |
| 8 | | |
| 9 | March 2001 | MCFLS convenes a meeting of members to solicit ideas for |
| 10 | | use of 2002 LSTA grant funds |
| 11 | April 1, 2001 | MCFLS notification to members of annual automation cost |
| 12 | April 2001 | Second quarterly user license allocation report |
| 13 | July 1, 2001 | Members payment for |
| 14 | | automation costs received by MCFLS |
| 15 | July 2001 | Third quarterly user license allocation report |
| 16 | July 2001 | MCFLS -supplied configuration |
| 17 | | documentation for computers and terminals |
| 18 | | delivered to members |
| 19 | October 2001 | Fourth quarterly user license allocation report |
| 20 | January 2002 | Members assume 50% materials replacement cost for |
| 21 | | MCFLS-controlled equipment that is deemed non-repairable |
| 22 | | by MCFLS staff |
| 23 | January 2002 | First quarterly user license allocation report |

| | | |
|----|-------------------|-------------------------------------------------------------|
| 1 | January 2, 2002 | MCFLS publishes minimum hardware and software |
| 2 | | configuration |
| 3 | February 2002 | Notifications regarding negotiations |
| 4 | | for the next Computer Services Attachment |
| 5 | March 2002 | MCFLS convenes a meeting of members to solicit ideas for |
| 6 | | use of 2003 LSTA grant funds |
| 7 | April 1, 2002 | MCFLS notification to members of annual automation cost |
| 8 | April 2002 | Second quarterly user license allocation report |
| 9 | July 1, 2002 | Members payment for |
| 10 | | automation costs received by MCFLS |
| 11 | July 2002 | Third quarterly user license allocation report |
| 12 | July 2002 | MCFLS-supplied configuration |
| 13 | | documentation for computers and terminals |
| 14 | | delivered to members |
| 15 | October 2002 | Fourth quarterly user license allocation report |
| 16 | December 31, 2002 | Members assume ownership responsibility for all remote site |
| 17 | | computing equipment (non-network equipment) referenced |
| 18 | | in Exhibit Nine – Equipment Inventory. |
| 19 | January 2, 2003 | MCFLS publishes minimum hardware and software |
| 20 | | configuration |
| 21 | March 2003 | MCFLS convenes a meeting of members to solicit ideas for |
| 22 | | use of 2004 LSTA grant funds |
| 23 | April 1, 2003 | MCFLS notification to members of annual automation cost |

| | | |
|----|-----------------|----------------------------------------------------------|
| 1 | April 2003 | Second quarterly user license allocation report |
| 2 | July 1, 2003 | Members payment for |
| 3 | | automation costs received by MCFLS |
| 4 | July 2003 | Third quarterly user license allocation report |
| 5 | July 2003 | MCFLS -supplied configuration |
| 6 | | documentation for computers and terminals |
| 7 | | delivered to members |
| 8 | October 2003 | Fourth quarterly user license allocation report |
| 9 | January 2, 2004 | MCFLS publishes minimum hardware and software |
| 10 | | configuration |
| 11 | March 2004 | MCFLS convenes a meeting of members to solicit ideas for |
| 12 | | use of 2005 LSTA grant funds |
| 13 | April 1, 2004 | MCFLS notification to members of annual automation cost |
| 14 | April 2004 | Second quarterly user license allocation report |
| 15 | July 1, 2004 | Members payment for |
| 16 | | automation costs received by MCFLS |
| 17 | July 2004 | Third quarterly user license allocation report |
| 18 | July 2004 | MCFLS-supplied configuration |
| 19 | | documentation for computers and terminals |
| 20 | | delivered to members |
| 21 | October 2004 | Fourth quarterly user license allocation report |
| 22 | | |

1 EXHIBIT FIVE

2 Circulation Policies

3
4 1. Borrower's Card: MCFLS shall provide a procedure that will allow the residents of all member
5 communities to use the library collections and services of other member communities through
6 issuance of a borrower's card.

7 2. Loan Period: MCFLS will annually publish a list of loan periods as they apply to the specific
8 material types indicated below and new formats as they are added to the member's collections.

9 The majority of libraries currently use the following circulation loan lengths:

| | | |
|----|--------------------------------|---------|
| 10 | 1) General Collection | 3 Weeks |
| 11 | 2) Extended/Vacation | 6 Weeks |
| 12 | 3) New Books/Non-Fiction | 3 Weeks |
| 13 | 4) New Books/Fiction | 7 Days |
| 14 | 5) CD's | 3 Weeks |
| 15 | 6) Video/Entertainment | 7 Days |
| 16 | 7) Video/Entertainment | 3 Days |
| 17 | 8) Periodicals | 7 Days |
| 18 | 9) Audio Cassettes | 3 Weeks |
| 19 | 10) Pamphlets/Vertical File | 3 Weeks |
| 20 | 11) Kits | 3 Weeks |
| 21 | 12) CD-ROM & Computer Software | 7 Days |

1 Loan Rules: Loan periods are determined at the discretion of the member. Based on lines
2 available in the Loan Rule Determiner Table, MCFLS shall implement loan rules as
3 determined by the member. If sufficient lines are not available, MCFLS shall work with the
4 member to identify a compromise alternative. The borrowing library shall observe the loan
5 period of the owning library. If said loan period differs from standard circulation period as
6 listed above or published by MCFLS it shall be the responsibility of the owning library to
7 note same on all relevant items.

8 Loan Period Changes: Members wishing to change their loan periods are required to
9 observe a minimum waiting period of 1 month, during which formal notification shall be
10 provided to MCFLS administration who will then notify all other members within seven
11 days.

12 3. Grace Period: The standard three (3) day grace period will not apply to the following:

- 13 - Reference Materials
- 14 - Equipment
- 15 - Interloans (outside MCFLS)
- 16 - Rental Books
- 17 - Any materials loaned for 3-days

18 4. New Borrower Limit: A member may establish a New Borrower Limit of his or her own
19 material.

20 5. Renewals: Members shall offer renewals.

- 21 a) Only one renewal shall be allowed on each item
- 22 b) MCFLS shall enable patron self-renewal via customer online renewal while using
23 CountyCat, or by an MCFLS-provided Telephone Renewal Module purchased from

1 **Innovative Interfaces, Inc. Prior to implementation of either form of self-renewal,**
2 **MCFLS staff shall work with member libraries to develop a process and capability for**
3 **member staff to designate some normally circulating materials as non-renewable within**
4 **CountyCat.**
5

EXHIBIT SIX

Glossary

| | |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Computer and terminal settings | MCFLS to supply |
| Configuration Standard | MCFLS to supply |
| MCFLS | Milwaukee County Federated Library System |
| Maintain | 'to keep in an existing state'. This would apply to the basic repair to a device |
| Minimum equipment configuration | MCFLS to supply |
| Port Allocations | The number of software user permissions (sessions) supported by the hardware. That number is currently set at 1325. |
| Support | 'to uphold, to keep (something) going.' This would reference an obligation, on the part of MCFLS to swap out a non-functioning non- reparable device with like, new or reconditioned device. |
| User License | A permission to access the Innovative Interfaces application software. The finite number of such permissions (sessions) purchased under terms of the Innovative Interfaces contract is 750 simultaneous users. |

EXHIBIT SEVEN

User License Allocation

| | | |
|----|----------------|-----|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | Brown Deer | 22 |
| 5 | Cudahy | 18 |
| 6 | Franklin | 15 |
| 7 | Greendale | 18 |
| 8 | Greenfield | 33 |
| 9 | Hales Corners | 15 |
| 10 | Milwaukee | |
| 11 | - Atkinson | 15 |
| 12 | - Bay View | 19 |
| 13 | - Capitol | 31 |
| 14 | - Central | 134 |
| 15 | - Center St. | 15 |
| 16 | - East | 19 |
| 17 | - Finney | 15 |
| 18 | - Forest Home | 17 |
| 19 | - King | 15 |
| 20 | - Mill Road | 21 |
| 21 | - Tippecanoe | 21 |
| 22 | - Villard Ave. | 15 |
| 23 | - Zablocki | 31 |

| | | |
|----|---------------|----|
| 1 | North Shore | 22 |
| 2 | Oak Creek | 18 |
| 3 | St. Francis | 15 |
| 4 | Shorewood | 18 |
| 5 | S. Milwaukee | 22 |
| 6 | Wauwatosa | 55 |
| 7 | West Allis | 55 |
| 8 | Whitefish Bay | 18 |
| 9 | Remote Access | 20 |
| 10 | MCFLS | 18 |
| 11 | | |

1 EXHIBIT EIGHT

2 Shared Costs

3 MCFLS will offer members, individually or in conjunction with one or more other members, the
4 option to participate in the implementation and use of computer software product(s) (hereinafter
5 referred to as "Add-on Software"), not now part of the Automated System identified in MCFLS
6 Member Computer Services, Basic Services and Equipment Attachment or exhibits of the
7 Attachment, and not available MCFLS-wide, under the terms and conditions below. If a member
8 desires to become a participant in any add-on software products, they will be bound by such terms
9 and conditions as described below.

10 Terms and Conditions

11 I. Costs: Costs for implementing and using the add-on software will be apportioned as
12 follows:

13 A. One-Time Costs Specific to Participants. For the initial implementation of the Add-
14 on Software, each participant will pay the following one-time costs specific to that
15 participant:

16 1. Hardware. All hardware located at a participant's site necessary for
17 implementation and use of the Add-on Software.

18 2. Cabling and Telecommunications. All cabling and/or telecommunications
19 reconfigured at a participant's site necessary for the implementation and use of the
20 Add-on Software.

21 3. Software. All software installed on hardware at a participant's site necessary
22 for implementation and use of the Add-on Software.

4. Supplies. All supplies necessary for implementation and use of the Add-on Software at a participant's site.

B. One-Time Shared Costs. At the time of initial implementation, the following one-time costs relating to MCFLS central site will be shared among the participant(s):

1. Hardware. All the hardware located at MCFLS central site necessary to facilitate implementation and use of the Add-on Software by the participant(s).

2. Cabling and Telecommunications. All cabling and/or telecommunications reconfiguration at MCFLS central site or at a site(s) of a related telecommunications or Internet vendor necessary to facilitate implementation and use of the Add-on Software by the participant(s).

3. Software. All software installed on hardware at MCFLS central site necessary to facilitate implementation and use of the Add-on Software by the participant(s).

C. Ongoing Costs Specific to Participants. Each participant will pay the following annual cost specific to a participant.

1. Hardware. Maintenance fees for all hardware identified in Section A.1. above.

2. Telecommunications. Maintenance fees for the cabling and telecommunications configuration identified in Section A.2. above.

3. Software. Maintenance fees for the software identified in Section A.3. above.

4. Supplies. All supplies necessary for operation of the Add-on Software at a participant's site.

1 D. Ongoing Shared Costs. The participant(s) will equally share the following annual
2 ongoing costs relating to MCFLS central site:

3 1. Hardware. Maintenance fees for all the hardware identified in Section B.1.
4 above.

5 2. Telecommunications. Maintenance fees for all the cabling and
6 telecommunications configuration identified in Section B.2. above.

7 3. Software. Maintenance fees for all the software identified in Section B.3.
8 above.

9 II. MCFLS Services: MCFLS will provide the following implementation and support services
10 in connection with the Add-on Software:

11 A. Implementation at Central Site. The MCFLS staff will coordinate the installation
12 and implementation of all hardware, telecommunications and software components at
13 MCFLS central site identified in Sections I. (B.1.), (B.2.), and (B.3.).

14 B. Implementation at a Participant's Site. MCFLS staff will install the software
15 identified in Section I. (A.3.) at a participant's site and, as deemed reasonable by MCFLS
16 Director, assist a participant in purchasing, installing and implementing the hardware and
17 telecommunications components identified in Sections I. (A.1.) and (A.2.).

18 C. Ongoing Support at Central Site. MCFLS staff will troubleshoot and provide
19 support for all hardware, telecommunications and software components at MCFLS central
20 site identified in Sections I. (B.1.), (B.2.), and (B.3.).

21 D. Ongoing Support at a Participant's Site. MCFLS staff will provide technical support
22 for the Add-on Software at a participant's site and, as deemed reasonable by MCFLS
23 Director, provide consultation and technical support for the Hardware and

telecommunications components at a participant's site Identified in Sections I. (A.1.) and (A.2.).

E. MCFLS Integrity. In the event installation and/or use of any Add-on Software adversely affects, or MCFLS reasonably believes will affect, the functional integrity of MCFLS's automated computer system, MCFLS reserves the right to temporarily disconnect or otherwise disable or postpone installation of such Add-on Software until all problems have been resolved.

III. Cost for Later Becoming a Participant. MCFLS shall offer non-participants the option of becoming participants. Annual charges will be prorated. New participants will make the following payments:

A. Cost Specific to Participants. Each new participant will pay all costs specific to a participant identified in Sections I. (A.1.), (A.2.), (A.3.), (A.4.), (C.1.), (C.2.), (C.3.), and (C.4.).

B. One-Time Shared Costs. At the time a non-participating library becomes a new participant, it will pay to all previous participant(s) a share of the one-time costs the participant(s) incurred under Sections I. (B.1.), (B.2.), and (B.3.). The share to be paid to each existing participant will be calculated by dividing the total one-time costs incurred by the previous participant(s) under Sections I. (B.1.), (B.2.), and (B.3.) by the total number of participant(s) including the new participant(s), and then dividing the quotient by the number of previous participant(s). For example, if three libraries are participant(s), one library becomes a new participant and the total one-time cost incurred by the previous participant(s) was \$24,000, the share the new participant will pay each of the previous participant = \$ 24,000 divided by 4 = \$6,000 divided by 3 = \$2,000. MCFLS will invoice new

1 participant(s) for relevant one-time shared costs and in turn redistribute said payments to the
2 appropriate previous participant(s), according to the formula detailed above.

3 C. Ongoing Shared Costs. New participant(s) will share equally the costs identified in
4 Sections I. (D.1.), (D.2.), and (D.3.) with previous participant(s).
5

1 **EXHIBIT NINE**

2 **Equipment Inventory**

3

4 A list of MCFLS purchased equipment, located at the participating library location, has been

5 previously supplied and is effective as of September 1, 2000. Revised lists will be transmitted to the

6 participating library no later than March 1, 2001, March 1, 2002, and December 30, 2002.

EXHIBIT TEN

Negotiation Process Document

Note: For historical record purposes only, this Exhibit records the process that was utilized in the development of the terms of this Attachment (which, during its negotiation, was assumed would be a separate Agreement. That assumption accounts for the "Agreement" terminology included herein.).

PROCESS TO CREATE THE COMPUTER SERVICES AGREEMENT

This document will be included with the computer system agreement as a side letter but will not be an attachment. Thus it is not the subject of discussion between MCFLS and the member libraries.

I. Initiation of the process

The chairperson of the previous computer services agreement negotiating team will call a meeting of all participating libraries at least 10 months prior to the expiration of the computer services agreement. The chairperson will send a copy of this document with the announcement of the meeting.

II. Issue identification

At the initial meeting of all participating libraries, each library can bring forward issues, concerns and/or ideas about the computer services agreement. The meeting convener will compile these and distribute them to participating Libraries. The new chairperson will call the second meeting of the participating libraries. Those present will discuss the issues, concerns, and ideas from the previous meeting and may add additional topics. Representatives can explain their community's position on issues and explain its importance to that community. The resulting list of topics, issues and concerns will be distributed to all participating libraries by the new chairperson.

III. Negotiating team

- Those members attending the meeting mentioned in point I will select the members of the computer services agreement negotiating team.
- The suburban net lenders will caucus and select 2 members, the suburban net borrowers will caucus and select 2 members and Milwaukee Public Library will select 2 members.
- The representatives of the participating libraries will select the member-at-large. Each suburban participating library has one vote, Milwaukee has 2 votes.

IV. Negotiating team meetings

- Notice of the date and time of each meeting will be sent to all participating library directors.

- Meetings are open to the participating library director or his/her representative.
- Non-team persons attending the meetings may speak only if recognized by the team chair.
- Decisions will be made by majority vote.
- Minutes of the meetings will be sent to all participating library directors.
- Caucus sessions are open only to members of the negotiating team.

V. Meetings to update directors of the member libraries during committee deliberations
A special meeting may be called by the chairperson of the computer service agreement team, or at the request of a negotiating team member, to clarify issues that come up during discussions.

VI. Meetings with MCFLS negotiating team

- Notice of the date and time of negotiating team meetings will be sent to all participating library directors.
- These meetings, except for caucus sessions, are open meetings.

VII. Meetings to update directors of participating libraries
A special meeting may be called by the chairperson of the computer services agreement negotiating team, or at the request of a participating library director, to clarify issues that come up during negotiations.

VIII. Negotiations with MCFLS completed

- The chairperson of the computer services agreement negotiating team will call a meeting of all participating library directors, to explain differences between the current and the proposed agreements.
- This meeting is for explanation only. No changes to the document can/will be made.
- MCFLS will send a copy of the proposed computer services agreement to each participating library.
- The negotiating team will send a copy of the letter of understanding at the same time MCFLS sends the proposed agreement.
- Participants shall review the agreement.
- Participants can accept the document, sign it and send copies to MCFLS, or can reject the document.