

WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION
Division for Libraries, Technology, and Community Learning

**AGREEMENT TO PROVIDE ACCESS
TO
LIBRARY RESOURCES AND SERVICES**

It is hereby agreed by and between the Wisconsin Department of Public Instruction, Division for Libraries, Technology and Community Learning, herein referred to as the "Division", as authorized in section 43.03(7), Wisconsin Statutes, and the Board of Trustees, Milwaukee Public Library, as authorized by the Resolution, File No. _____, passed by the Common Council of the City of Milwaukee on _____, that the Milwaukee Public Library will make library services and resources of the Library available to all libraries in the state through the auspices of the Reference and Loan Library as described in section 43.03(7), Wisconsin Statutes, and the "Guidelines" which have been mutually developed for the purposes of this contract and are attached as a supplement to this agreement.

The Division agrees to pay to Milwaukee Public Library an amount not to exceed \$40,000 to fill an estimated 4,500 requests per year for the fiscal period July 1, 2007 to June 30, 2008 for the personnel expenses and supplies, equipment, postage and miscellaneous expenses relating to the specified services described in this agreement and "Guidelines" supplement. Equipment shall be retained and used in that section of the library providing interlibrary loan services. The Milwaukee Public Library shall expend funds in accordance with the annual budget mutually agreed upon by the two parties, except that no more than \$500 may be transferred from one budget line to another without prior approval of the Division.

It is further agreed that payment for the items specified above shall be made by the Division to the Milwaukee Public Library in advance of each six-month period upon presentation by Milwaukee Public Library to the Division of an estimate of the service costs to be incurred in each six-month period for the services required in the performance of the obligations under this contract. The Milwaukee Public Library shall also supply a statement of actual expenses incurred between July 1 and December, 2007 by February 15, 2008. By August 15, 2008 Milwaukee Public Library shall certify the expenses incurred which are reimbursable under this contract and the Division may audit such expenses as certified to ascertain the actual reimbursable expenses incurred by the Milwaukee Public Library in the performance of the contractual obligations and any amount so paid in advance which exceeds the actual expenses as shown by the subsequent audit shall be refunded to the Division promptly following the annual audit.

The Milwaukee Public Library further agrees to make such reports to the Division as may be required to maintain records as mutually agreed for development of meaningful performance criteria and to assist the Division with periodic (but not less often than annual) program evaluations. Such evaluation shall be the basis for negotiating the amount to be paid under extension of this contract in subsequent years.

This contract funding is being provided for the purpose of carrying out the activities in the "Guidelines" attached to this contract. Funding for activities related to processing requests on behalf of Milwaukee County libraries would need to be provided through a separate contract with Milwaukee County Federated Library System or some other source should such services be offered. Both parties agree that this agreement and the "Guidelines" shall be subject to such modifications as may be mutually agreeable.

Both parties further agree that failure or inability on the part of either party to abide by the terms of this agreement and "Guidelines" permits the other party to apply the following sanctions:

- (a) In the event the Division fails to provide its fiscal consideration, the Milwaukee Public Library may modify or suspend those services provided for the Division and obtain reimbursement for such services as might have been provided subsequent to the last fiscal period for which fiscal considerations had been made.
- (b) In the event the Milwaukee Public Library fails to provide library services according to the terms of this contract and "Guidelines", the party of the Division may reduce or withhold payment of its fiscal consideration and obtain refund of monies paid subsequent to failure to provide such library services.
- (c) The agreement may be cancelled at any time by mutual agreement of both parties or by sixty days advance written notice of either party to the other party.

