

2009 DELIVERY SERVICES CONTRACT

This Agreement effective as of January 1, 2009, by and among the Milwaukee County Federated Library System (hereinafter referred to as the SYSTEM), the City of Milwaukee (hereinafter referred to as the CITY), and the Milwaukee Public Library (hereinafter referred to as MPL).

I.

RECITALS

WHEREAS, the SYSTEM was established to facilitate the cooperative library services in Milwaukee County and a plan to facilitate the orderly and efficient operation of cooperative library services was entered into per a formal Member Agreement with the SYSTEM and the public libraries within Milwaukee County, wherein the SYSTEM shall receive state and federal aid to expend as deemed appropriate in the best interests of its Members, and

WHEREAS, the CITY AND MPL entered into the above-stated Member Agreement for the extension of Library services with the SYSTEM,

and

WHEREAS, the SYSTEM is obligated by the Wisconsin Statutes, regulations and the Member Agreement to provide rapid and regular delivery for participating public libraries, and

WHEREAS, the SYSTEM has entered into a contract with a commercial vendor for the extension of said delivery services to suburban member libraries, and

WHEREAS, MPL is the only member library that operates from multiple locations, and has provided and continues to provide CITY-funded delivery services to those locations, along with the administrative services related and necessary to it, and

WHEREAS, the SYSTEM desires to utilize the aforementioned MPL delivery system, along with the administrative services related and necessary to it, toward the fulfillment of its state-mandated delivery obligation, and

WHEREAS, the CITY's Common Council adopted Resolution File No. _____ on _____, 2008 authorizing the MPL Board and the proper City officers to enter into this Agreement and to provide the services in accordance with this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein:

II.

AGREEMENT

A. IT IS AGREED THAT THE SYSTEM SHALL:

1. Designate the MPL as the delivery vendor to its own remote Neighborhood Library sites, and agree that said delivery services shall be administered by MPL staff in accordance with SYSTEM requirements.

2. Provide payment to CITY, in consideration for the services rendered under this Agreement. Said payment and service requirements shall be set forth in Exhibit I. Said cash payment as provided in Exhibit I will be paid in equal quarterly payments no later than March 31, June 30, September 30, and December 15.

B. IT IS AGREED THAT MPL SHALL:

1. Be designated as the delivery vendor to its own remote Neighborhood Library sites, and shall administer said services in accordance with SYSTEM requirements, in consideration for the payments from the SYSTEM.

2. Provide delivery services to its remote Neighborhood Library sites under terms and conditions set forth by the SYSTEM and enumerated in Exhibit I.

3. Comply with all applicable laws relevant to providing the services specified in this Agreement.

C. ALL PARTIES AGREE:

1. That each and every item and condition herein stated in the recitals of this Agreement and in Exhibit I are agreed to by the parties and hereto incorporated.

2. To jointly work toward improved library cooperation in Milwaukee County to insure the satisfaction of state regulations and requirements governing interagency resource sharing and the delivery of library materials between member library locations, and the effective implementation and administration of the Agreement.

3. To thoroughly review the terms, payments and extent of services, included herein, no later than October 1, 2009, and to mutually agree upon any reduction or increases based upon usage, new requirements, changes in state or federal regulations or member needs, private sector and MPL costs for providing like

services, as well as SYSTEM, CITY and MPL financial conditions, acknowledging that the full and equitable funding of all SYSTEM/MPL agreements is a goal toward which both parties are committed to strive.

4. That this Agreement, subject to annual review, may be amended at any time but only by the written agreement of the parties. Such amendments as may be agreed upon to Exhibit I shall be attached to this Agreement describing the level of funding and services of the forthcoming year. The SYSTEM and MPL will renegotiate in a manner acceptable to all the parties, such provisions as necessary in the event subsequent changes evidences a need to amend this Agreement.

5. That one or more waivers by any party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party. That any notice provided herein or given pursuant to this Agreement shall be deemed in compliance herewith if in writing and sent by United States mail, postage prepaid, or by personal delivery to the parties as follows:

Director
Milwaukee County Federated Library System
709 N. 8 Street
Milwaukee, WI 53233

Library Director
Milwaukee Public Library
814 W. Wisconsin Ave.
Milwaukee, WI 53233

City Clerk, City of Milwaukee
Room 205, City Hall
200 East Wells Street
Milwaukee, WI 53202

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III.

TERMINATION

The term of this agreement shall be January 1, 2009 to December 31, 2009. Thereafter, the term may be renewed by mutual agreement by the parties.

EXHIBIT I

2009 DELIVERY AND DELIVERY-RELATED ADMINISTRATIVE SERVICES

CONTRACT

DELIVERY:

1. SCOPE

The Milwaukee County Federated Library System (SYSTEM) contracts with the Milwaukee Public Library (MPL) for delivery services to and from MPL Neighborhood Libraries and to other locations specifically designated in this document.

2. STATEMENT OF WORK

MPL shall provide delivery service for MCFLS including pick up and delivery of library materials as specified below (II. A.) from the MPL Central Library to and from MPL Neighborhood Libraries.

A. MPL hereby undertakes and agrees to carry and deliver library materials consisting of books, magazines, art prints, audio-visual materials, mail envelopes, etc., as well as boxes, tubs, etc. to the twelve MPL Neighborhood Libraries, and with appropriate notice, to other points designated by MCFLS.

B. Morning outgoing and incoming deliveries must be round tripped before 1:00 p.m., Monday through Friday. Afternoon outgoing and incoming deliveries must be round tripped before 4:30 p.m., Monday through Friday.

C. MPL shall load and unload all such library materials at the delivery locations. The delivery location at the Central Library is the MCFLS Sorting Room. Changes in the delivery schedule will be negotiated by both parties to this contract.

D. In the event of conveyance breakdown, MPL shall remain responsible for deliveries according to the established schedule. Consistent failure to meet contract delivery schedules will result in monetary penalties and/or termination of contract.

E. MPL shall protect said library materials from damage from the weather and/or loss by theft or otherwise. Should such damage and/or loss occur, MPL assumes full responsibility for these damages.

F. MPL shall indemnify and hold harmless MCFLS from any and all claims for damage and personal injury, including death to an employee of MPL or other persons, or injury to property that may arise, in any manner from carrying out this contract.

G. MCFLS shall not be liable to any act or acts of MPL, nor shall MPL bind, or attempt to bind MCFLS in any manner.

H. MPL shall verify the qualifications and driving record of that/these individual/s.

ADMINISTRATION:

1. SCOPE

The Milwaukee County Federated Library System (SYSTEM) contracts with the Milwaukee Public Library (MPL) for the administrative services related to its delivery functions and necessary to the fulfillment of that functions.

2. STATEMENT OF WORK

MPL shall provide MPL administrative staff time sufficient to oversee and coordinate the delivery of library materials to MPL's Neighborhood Libraries. Said oversight and coordination shall include, but not be limited to, the following:

- A. Staff scheduling as may be needed to insure continued service during vacations, sick leave, etc.
- B. Garage supervision and organization of dock access.
- C. Communication and liaison responsibilities to MCFLS.

Payment:

A. In accordance with Part II.A.2. and Part II.B.1. the SYSTEM shall pay MPL, in 2009, \$ 64,279 per a cash payment. This total cash payment represents the following services:

Delivery	\$ 64,279
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year written below:

IN THE PRESENCE OF:

MILWAUKEE PUBLIC LIBRARY

Crystal Sura

By David R. Riener
David R. Riener, President

Date 9/17/08

Crystal Sura

By Paula A. Kiely
Paula A. Kiely, Secretary

Date 9/18/08

IN THE PRESENCE OF:

CITY OF MILWAUKEE

By _____
Thomas M. Barrett, Mayor

Date _____

By _____
Ronald D. Leonhardt, City Clerk

Date _____

COUNTERSIGNED

By _____
W. Martin Morics, Comptroller

Date _____

IN THE PRESENCE OF:

MILWAUKEE COUNTY FEDERATED LIBRARY SYSTEM

Judy Kaniasty

By Paul M. Ziehler
Paul M. Ziehler, President

Date 9/15/08

Judy Kaniasty

By James A. Gingery
James A. Gingery, Secretary

Date 9/15/08

Approved as to form
and execution this _____ day
of _____, 2008.

Assistant City Attorney