

Milwaukee County Federated Library System
ILS, Resource Sharing, and Technology Agreement, 2020-2024

RECITALS

WHEREAS, MCFLS is organized, exists, and maintains a public library system pursuant to the provisions of Chapter 43, Wisconsin Statutes; and

WHEREAS, the _____ Library is organized under Sections 43.52 or 43.53, Wis. Stats, is a member in good standing of MCFLS and agrees to share resources in accordance with the requirements of Chapter 43, and

WHEREAS, the _____ Library has signed the agreement to be a member of MCFLS, and

WHEREAS, the _____ Library and System have determined that cooperative efforts to provide a fully functioning library catalog will permit more efficient library service and will provide great and lasting benefits to its patrons; and

WHEREAS, the _____ Library and System have determined that with a shared library come additional rights and responsibilities for both Library and System in order to ensure the maximum benefit of technological cooperation, these additional rights and responsibilities in relation to well-organized lending of materials and sharing with other libraries in the system; and

WHEREAS, the _____ Library and System are partners in providing library service and, as such, have a shared responsibility to maximize the effectiveness and integrity of the various technology systems;

NOW, THEREFORE, BE IT RESOLVED that MCFLS and the City of Milwaukee, through its Milwaukee Public Library, for and in consideration of mutual covenants and undertakings herein contained, do agree to the provision of library services in accordance with the following:

1. Integrated Library System (ILS)

MCFLS shall provide, troubleshoot, and manage an integrated library system for member libraries through Basic and Add-on Software products, catalog enhancements, and new interfaces. Member libraries benefit from and pay for maintenance on different categories of software, as follows.

A. Basic: Items in this category are products related to the basic functions of the integrated library system that are available to all members and used by most, if not all, members. Ongoing maintenance costs are prorated back to all members based on the percentage of overall MCFLS-wide circulation attributable to the residents of each member community. During the term of this

Agreement, new items or items from other service categories may be moved into the Basic category only by agreement of MCFLS and of all members. A listing of all products and associated maintenance charges is distributed each year on or before May 15 as part of projected automation costs.

B. Add-On Software: Items in this category are products related to additional functions of the integrated library system that are available only to and used by one or more specific members. Initial purchase costs and ongoing maintenance costs are the responsibility of members that use the products. (Examples include Third Party Self-Check, Accounting Interface, Teleforms System Messages, Fines Payment API, SIP2 License). A listing of all products and associated maintenance charges is distributed each year on or before May 15 as part of projected automation costs.

C. Catalog Enhancements and new interfaces: From time to time MCFLS or member libraries may suggest the enhancement of the library catalog or a different interface for the staff or public to access the ILS. Examples include, CountyCat Mobile, Shoutbomb, Encore, and Novelist Select. These services will be budgeted through consultations between and among MCFLS and member libraries.

Note: In addition to the integrated library system services above, MCFLS, in consultation with the members, may also assist members in providing new services and programs that the members may define as particularly needed to satisfy their communities and which cannot be as practicably satisfied by the members individually. Unless State regulations or the Wisconsin Statutes require these new services and programs, they are voluntary. Members that participate in these "New Services" will enter into a mutual agreement for such services. Any member that subsequently agrees to participate in "New Services" must enter into the same agreement on the same terms. If a shared cost formula will be part of the agreement it likely will include reimbursement for original participants. An example of a New Service is the MyPC public computer management software.

Charges

A. Integrated Library System Costs. Members shall pay for all software maintenance costs associated with the integrated library system.

B. Calculation of Integrated Library System Costs.

Each member library shall pay 1% of total ILS maintenance (15% of total maintenance costs). The remaining 85% of maintenance costs shall 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. The circulation period for each contract year shall be two years previous.

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 May 15 of each year MCFLS shall provide to each member a statement of all applicable costs for the following year.

E. Add-On Software Maintenance. Maintenance costs related to additional functions purchased by and available only to and used by one or more specific members. Under no circumstances will maintenance costs begin to accrue to a member prior to the actual date upon which the costs begin to accrue to MCFLS.

2. Bibliographic Database Development and Maintenance

In order to most effectively utilize the ILS, MCFLS shall provide directly or contract with a vendor all activities and functions deemed to be essential to the creation and oversight of a clean and consistent system-wide collection of title level records.

MCFLS shall:

- Provide accurate and complete MARC bibliographic records.
- Provide full MARC cataloging for all new titles in the following materials formats:
 - Adult, children, and young adult fiction and non-fiction hardcover books except, optionally, board books;
 - Large print books;
 - Fiction and non-fiction paperbacks;
 - Sound recordings except LPs and ephemeral CDs and cassettes;
 - Book and cassette kits;
 - Scores;
 - Maps except those designated Pamphlet File (PF) material;
 - Government documents except those designated PF and except, optionally, local government documents such as minutes, annual reports, etc;
 - Software;
 - Video recordings except those designated ephemeral;
 - Serials.
- Create new formats as they become available and members add them to their collections, as requested by the Member.
- Construct MARC records according to national standards, Format Guidelines and Bibliographic Input Standards, and Library of Congress Rules Interpretations.
- Download MARC records into the local Innovative database from the Cataloging Utility by means of a bibliographic interface.
- Set MCFLS holdings in the Cataloging Utility.
- Provide original cataloging if a record is unavailable from the Cataloging Utility for any member-held title that requires a full MARC record.
- Include appropriate and liberal use of access points for MARC records added to the local database.

MCFLS ILS, Resource Sharing, and Technology Agreement 2020-2024

- Provide full MARC records for short bibliographic entries, which have been entered into MCFLS and flagged for full MARC cataloging by the member.
- Not flag material types, which are mutually agreed upon to receive brief cataloging, for full MARC cataloging.
- Provide ongoing Bibliographic Database Maintenance for records in the MCFLS database including:
 - Merging of duplicate bibliographic records.
 - Moving copies inappropriately placed on a bibliographic record to an appropriate bibliographic record.
 - Acting upon requests for additional access points and bibliographic information; e.g., uniform titles, added author entries, added title or serials tracings, added subject headings, contents notes, etc.
 - Acting upon requests for corrections of errors or discrepancies of a bibliographic nature.
 - Generating periodic reports of bibliographic records with no item holdings and evaluating the records for suppression or deletion.
 - Performing delete transactions on both the System Innovative database and cataloging utility in order to remove those items marked for deletion.
 - Establishing and maintaining the database of Library of Congress Authority controlled headings with related cross references for personal/corporate names; uniform titles; subject headings (name, topical, and geographic); and series headings.
 - Processing and taking appropriate action on system reports of new headings and heading to effectively maintain the authority control module of the System database.
 - Utilizing the Library of Congress and other authority files as new headings are added to the System database during the cataloging procedure in order to locate an established authority record and download the authority record into the System database.
 - Acting on requests for needed additional cross references.
 - Making appropriate changes to bibliographic headings and the authority records as headings change notifications are received from the Library of Congress Cataloging Distribution Service or an authority vendor.
- Provide access to an online cataloging utility vendor for the contract period.
- Contribute to the fulfilment of the contract through the use of State Aid for library systems.

The Member Library shall:

- Respond in a reasonable amount of time to requests for information for specific bibliographic records.
- Maintain all item level records for items owned by the library, including the accurate provision of location codes, call numbers, and other item-level data.
- Reimburse MCFLS for Bibliographic Database Development and Maintenance Charges as described below.

Under no circumstances will costs begin to accrue to a member prior to the actual date upon which the costs begin to accrue to the System.

Charges

Cataloging Utility (e.g. OCLC) charges:

- Invoiced amount in any contract year shall be based on the “titles added” two years previously (i.e. 2020 invoice will be based on 2018 titles added) as a percentage of total titles added by all members, and applied to MCFLS calendar year cataloging utility costs.

Bibliographic Database Development and Maintenance Charges

- Members will pay any charges that exceed the MCFLS contribution toward the contractual cost of this service.
- Each member’s individual cost will be determined in the same manner as costs for the cataloging utility (percentage of titles added).
- Invoiced amount in any contract year shall be based on the “titles added” two years previously (i.e. 2020 invoice will be based on 2018 titles added) as a percentage of total titles added by all members.
- In 2020, MCFLS will contribute 9.5% of State Aid toward the contract. Each member library will pay 1% of the amount remaining after the MCFLS contribution. The remaining 85% of the contract amount will be determined by the number of titles added by a member library as a percentage of all titles added in a calendar year.
- From 2021-2024 MCFLS will contribute 9% of State Aid toward the contract. Each member library will pay 1% of the amount remaining after the MCFLS contribution. The remaining 85% of the contract amount will be determined by the number of titles added by a member library as a percentage of all titles added in a calendar year.

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

3. Circulation

MCFLS encourages member libraries to develop strong collections and make them readily available to all Milwaukee county residents. MCFLS embraces the following goals aimed at facilitating the development and sharing of strong materials collections:

- To encourage MCFLS member libraries to develop collections that directly serve local clientele with material that meets their demand for particular subjects, titles, authors, and formats in a timely manner.
- To allow member libraries full latitude—within the technical limitations of the CountyCat system—to determine loan periods, fines, fees, etc., as the member library determines best meet local needs.
- To have all holdings included in the CountyCat database.
- To have member libraries lend materials to other member libraries without restriction.
- To provide all residents of the MCFLS area the same opportunity to access the resources of member libraries, e.g., view holdings or place holds.
- To increase standardization of policies, procedures, and practices among member libraries reducing the need for patrons and library staff to learn and remember variations.

In providing for the interlibrary loan of library resources, members will observe loan rule policies of the owning library.

In providing interlibrary loan of library resources among member libraries, libraries may make some copies of titles non-holdable to be used as “browsing” or “lucky day” collections. Libraries agree to interloan a reasonable portion of copies of total library copies. The only exceptions to the interloan requirement are those material types, as determined by consensus of the Library Directors Advisory Council, considered inappropriate for delivery, such as electronic devices, puzzles, toys, magazines, puppets, etc.

Member libraries shall:

- Share circulating materials freely with other member libraries.
- Accept system-wide holds for all circulating and holdable materials.
- Process the paging list (holds) as quickly as practical. Paging lists should be processed at least daily on days the library is open.
- Run the “clear the holds” process daily on days the library is open.
- Route items trapped at check-in to the pickup point on the next available delivery.

Borrower’s Card: Library cards should include some indication that the library is a member of the Milwaukee County Federated Library System either through the inclusion of the MCFLS logo or language to that effect.

Loan Period:

Loan periods and fines are determined solely at the discretion of the member library. Where possible, member libraries should strive for commonality in loan periods and fines to provide a uniform experience for the public. MCFLS shall implement loan rules as determined by the member up to the limits of the CountyCat system. The borrowing library shall observe the loan period of the owning library. (See the [Circulation Periods and Fines](#) MCFLS Libguides page for an updated list of loan periods and fines.)

Member libraries are encouraged to strive for common circulation policies. The majority of libraries currently use the following circulation loan periods:

a) General Collection	3 Weeks
b) New Books/Non-Fiction	3 Weeks
c) New Books/Fiction	7 Days or 3 Weeks
d) Music CDs	7 Days or 3 Weeks
e) Entertainment DVDs	3 or 7 Days
f) Educational DVDs	7 Days
g) Periodicals	7 Days
h) Audio Books (CD or Cassette)	3 Weeks
i) Pamphlets/Vertical File	3 Weeks
j) Kits	3 Weeks
k) CD-ROM & Computer Software	7 Days

MCFLS ILS, Resource Sharing, and Technology Agreement 2020-2024

Loan Period Changes: Members wishing to change their loan periods must notify MCFLS of intent and may be required to observe a minimum waiting period of 1 month. Other members are notified of change no less than seven days prior to change.

Fines and Fees: Members cannot waive fines for material or fees from other member libraries. Under extenuating circumstances, libraries can call the owning libraries to seek the waiving of a fine for a patron. Member libraries act as agents for the rest of the member libraries and library policies should be defended.

Grace Period: The standard grace period shall be three (3) days.

New Borrower Limit: A member library may establish its own New Borrower Limit for its own material.

Renewals:

- a) Two renewals shall be allowed for all 3 week material.
- b) At the discretion of the owning library, up to two renewals may be allowed for 7 day material.
- c) No renewals are allowed for 3 day materials.

4. Reciprocal Borrowing

Membership Requirement

A MCFLS library who is a recipient of a reciprocal borrowing payment will have signed the MCFLS Membership Agreement and the ILS, Resource Sharing, and Technology Agreement before any payment is made.

Reciprocal Borrowing Payments

MCFLS will contribute a base amount equal to the following percentages of State Aid for the life of this agreement as the sum of all Reciprocal Borrowing payments. Distribution schedule is based upon the timeline below.

State Aid Percentage	State Aid Year	Distribution	Circulation Period
37%, estimated to be \$1,056,467	2020	Feb. 2021	10/1/18-9/30/19
37%, estimated to be \$1,056,467	2021	Feb. 2022	10/1/19-9/30/20
36%, estimated to be \$1,027,914	2022	Feb. 2023	10/1/20-9/30/21
36%, estimated to be \$1,027,914	2023	Feb. 2024	10/1/21-9/30/22
35%, estimated to be \$999,361	2024	Feb. 2025	10/1/22-9/30/23

Circulation Time Periods Used as Basis for Reciprocal Borrowing Payments

In order to allow advance time for local budget cycles, the annual determination of payment is based on a 12-month time period as shown in the table above. The integrated automation system's report that calculates netted transactions, Innovative Interfaces "Owning Library/Home Library Net Circulation" report is the current source used to calculate net circulation among all member libraries.

Reciprocal Borrowing Payments—Compensation for Net Lending Libraries Only

An annual payment will be distributed to net lending libraries only. The actual amount of the payment for each net lending library will be determined by the percentage (%) of positive transactions each of the net lenders accumulates as a percentage of 100% of net positive transactions distributed among all net lending libraries based on the circulation time periods above.

Payment Reductions if Library Does Not Sign Agreements

If a member library does not sign the MCFLS Membership Agreement and the MCFLS ILS, Resource Sharing, and Technology Agreement as stated above, said library forfeits any rights to the reciprocal borrowing payments beginning with year 1 distribution (distributed in February, 2021).

The sum total of MCFLS reciprocal borrowing payments for all libraries who will have signed these Agreements would be decreased by 37% (payable in 2021 and 2022), 36% (2023 and 2024), and 35% (2025) of any actual reduction in state aid that the System experiences due to the library(ies) non-signing of the MCFLS Member Agreement.

Payment Schedule

Reciprocal borrowing payments shall be made by MCFLS no later than February 28 of the year of distribution as indicated in the chart above.

5. Delivery Services

MCFLS shall:

- Provide physical delivery of library materials via pickup, sorting, and delivery five days per week exclusive of the following 11 holidays : New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve and Christmas Day. (Holidays are scheduled on the day designated by common business practice). Delivery service will not occur when at least 22 of 28 library locations are unable to accept delivery.
- Provide physical delivery free of charge for member libraries.
- Act as intermediary between member libraries and the contracted delivery service, as necessary, in situations such as:
 - Materials damaged in delivery.

- Personnel issues with contracted delivery staff.

Member libraries shall:

- Provide consistent location for drop off and pick up of delivery bins.
- Communicate with contracted delivery service or MCFLS Offices when a situation would prevent or change scheduled delivery service.

Charges

MCFLS pays for 100% of delivery charges.

6. Non-member No Library (West Milwaukee)

Non-Member Community That Does Not Operate a Public Library (West Milwaukee) – Borrowing. Each circulation transaction attributable to residents of a non-member community that does not operate a public library (West Milwaukee) shall be calculated as a net negative transaction. Reimbursement for these transactions shall be made to the System by the non-member community that does not operate a public library (West Milwaukee) under terms specified in a separate agreement between that community and the System. Said reimbursement at actual cost per transaction - Per Unit Circulation Rate Worksheet, (see below) shall be paid by the System to the relevant lending member libraries based upon the timeline noted in the Payment Schedule section below.

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

Payment Schedule

Payment to member libraries shall be made by MCFLS no later than February 28.

Member Services to Adjacent Systems

Neither party, System Board nor Member Board, will enter into any contracts with adjacent systems which obligates the other party to provide services, without the prior approval of the other party.

Member Services to Non-Adjacent Systems

At its discretion, the System Board may enter into agreements with non-adjacent systems. However, if said agreement obligates the Member to provide services, the System assumes the financial obligation to compensate the Member for those services, at a rate that is mutually agreed upon prior to the initiation of service provision. Also, if any compensation is owed to the non-adjacent system for services provided to Milwaukee County residents, the System assumes the financial obligation to compensate the non-adjacent systems for those services.

7. Court-ordered or Subpoenaed Data

Because of the cross-jurisdictional nature of library use in Milwaukee County and because of the proprietary role that MCFLS has traditionally played in the retention and custody of borrower records and commitment to database integrity, the System shall be the sole point of contact for any court-ordered or subpoenaed compilation and/or surrender of user information or borrowing data. Such single point of contact shall ensure consistency in the collection, preparation, and packaging of said information and data. In fulfilling this obligation, the System shall provide a mutually agreeable procedure that ensures that the retention and custody of all borrower records and system collection database integrity is maintained, and that statutory confidentiality requirements are observed. Irrespective of the foregoing, the Milwaukee Public Library shall not provide any “records” as that term is used in Wisconsin Statutes § 43.30 in response to a subpoena which disclosure has not been approved by the Office of the Milwaukee City Attorney.

8. Equipment and Services—Maintenance and Support

MCFLS supplies products or services that are not directly related to the integrated library system that are available to all members. Most are purchased with funds from MCFLS grants or the MCFLS operating budget. Ongoing support costs are paid entirely by MCFLS. (Examples include Wide Area Network (WAN) services, Internet access, email services, and web services).

Central Site Equipment and Services:

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

1. Equipment: All equipment in the System’s Computer Room and offices, including:
 - a. Servers: A Server delivers the integrated library system (CountyCat) software application. A variety of Microsoft Windows servers deliver a number of other applications including, email, web hosting, etc.
 - b. Firewall: Protects the resources of MCFLS private network from users from the Internet and other networks.

- c. Routers: Determines the next network point to which a packet should be forwarded toward its destination, routing data from a member local area network (LAN) to MCFLS wide area network (WAN) or the Internet and vice versa.
- d. Switches: Provides a place of convergence where data arrives from one or more directions and is forwarded out in one or more other directions, connecting network and computing equipment in the MCFLS LAN.

2 Microsoft Windows Server Services:

- a. DHCP: Provided by MCFLS Primary Domain Controller -- assigns dynamic IP addresses for all member workstations connected to the System Wide Area Network (WAN).
- b. DNS and WINS: Provided by MCFLS Primary Domain Controller – provides Domain name resolution and Windows name resolution to member workstations connected to the System Wide Area Network (WAN).
- c. User Authentication: Provided by MCFLS Primary Domain Controller – authenticates login to all MCFLS Network services and shared resources from any member workstations connected to the System Wide Area Network (WAN).
- d. Internet Information Service: Provided by MCFLS Web Server – Hosts MCFLS and, upon request, hosts any member web sites.
- e. Cloud-based email service: provides email accounts for any interested member library using the MCFLS domain.

Remote Site Network Equipment

MCFLS shall maintain and support, at no cost to the member, MCFLS-controlled network equipment at the participating library site. A list of this equipment will be annually transmitted to the participating library no later than May 1.

Exclusion: Network equipment added to a remote site for a special project (such as wireless access) is the member's sole responsibility via a member paid maintenance contract between member library and vendor.

Wide Area Network

Prior to the installation of a new physical network connection, to or from another network or computer not owned or controlled by the member, MCFLS staff will coordinate with the member library staff to ensure that the new external connection does not compromise network integrity or performance. An example of this type of connection would be the use of a member library's municipal network. Members with currently existing physical connections to external networks will provide information to MCFLS staff on the evaluation points below, and will work with MCFLS staff to correct any security or performance problems identified with those connections. MCFLS evaluation of the proposed new or existing connection will be based on the following information, to be supplied by the member

- Name of connecting network and purpose of the connection.
- Technical contact for the external network.
- Description of the connection, including type of connection, end equipment used, and network diagrams of how the connection will be integrated into the existing network.
- Anticipated traffic, protocols and volume.

- Description of the member resources that will be allowed access by users on the network. Pass through traffic and access to resources provided by MCFLS or another member may not be enabled without express permission from MCFLS and any affected member.
- Description of security and access limitation measures (i.e. filtering router or firewall) that will be implemented to ensure that MCFLS network and members will not be adversely affected, and to ensure only permissible access is granted.

Because networks can change over time, if a subsequent problem develops because of an external connection to the member's network, staff in that library will work cooperatively with MCFLS and any MCFLS designated technical consultants to diagnose the problem and implement corrective action, up to and including temporary or permanent disconnection of the external network.

Reporting

MCFLS staff will produce an annual report that includes a summarization of activities related to technology along with current equipment hardware lists and recommended settings. The report will be produced by June 30th of each year.

Planning and Scheduling Upgrades

Relative to hardware and software upgrades, the scheduling of which are determined by MCFLS and which have a certain or potential fiscal impact on the member, MCFLS will provide as much advance notice as possible.

Insurance Coverage

Members shall provide insurance coverage in their city/village policy on all MCFLS controlled computer equipment at their respective location(s); provided, however, that the City of Milwaukee is permissibly self-insured for purposes of liability.

9. Telecommunications

Minimum Connection Bandwidth

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

Trouble Incident Technical Contact

For the purposes of data line trouble calls and in accordance with TEACH Wisconsin policy, the member shall designate MCFLS as the technical contact to its telecommunications vendor. The member agrees to follow the troubleshooting procedure, outlined by MCFLS on the [MCFLS Helpdesk Assistance page](#). In all cases, MCFLS will, as called upon, work cooperatively with the member and the telecommunications vendor to resolve difficulties and/or conflicts.

Other Bandwidth Sources

The member agrees to directly involve MCFLS in all plans related to its data transmission functionality.

Charges

Telecommunications data line charges invoiced in 2020 through 2024 shall be equal to the site-specific charges invoiced to MCFLS for each member for each of those years.

10. Conflict resolution

The mission of the Milwaukee County Federated Library System is to help its member libraries provide the best possible service to the public. Working in cooperation with MCFLS and each other permits member libraries to provide more efficient library service and makes each participant stronger. Such close cooperation requires finding agreement on a variety of policies and procedures. In any such close working relationship, misunderstandings and tensions may arise from time to time. MCFLS recognizes and respects every member library's authority to make local decisions.

If a member library takes actions that another member library or MCFLS feels are contrary to previously agreed upon policy, or that negatively impact the ability of other member libraries or the MCFLS staff to provide services, it may become necessary for the System to pursue action to resolve the issue.

The following procedure will be followed:

1. The parties involved in the dispute will meet to try to come to a resolution.
2. MCFLS management and staff will make every effort to resolve the issue working directly with the library(ies).
3. If the efforts of MCFLS management fail to result in a satisfactory resolution, the matter will be referred to the MCFLS Board of Trustees, and may include a joint recommendation for action. The MCFLS Board will endorse and support the recommended action or propose a different solution.
4. If there continues to be a disagreement, the MCFLS Board of Trustees will propose a mutually agreed upon third party mediator to work with the parties to try to resolve the dispute.

11. Annual Report to DPI.

MCFLS system staff will prepare documentation and reporting each year to assist member libraries in completing the annual report for the Wisconsin Department of Public Instruction. MCFLS will make every effort to provide this information to members before the reporting interface is made available to libraries each January. Member libraries will use this information

to complete the annual report and gain approval from their boards to ensure the report is submitted by March 1st each year in accordance with Wis. Stats. § 43.58 (6).

12. Disclaimer: In the event that any provision of this agreement conflicts with any provision of law as it now exists or is hereafter amended such provision of law shall be controlling.

13. Term of Agreement. The term of this Agreement shall be five years commencing on January 1, 2020, and ending on December 31, 2024.

- Prior to the end of the term, the Agreement and all accompanying attachments may be modified at any time by the written agreement of both parties.
- Either party to this Agreement may at any time request amendment of the Agreement, based upon a substantial change in circumstances.
- This Agreement may be amended based on significant changes to finances, such as a ten percent increase or decrease in MCFLS State Aid or state-mandated changes that affect system service delivery.
- In the event of such a request, the other party will in good faith consider the requested amendment, which shall not be effective unless all parties agree to such amendment in writing.

14. Nondiscrimination. It is City of Milwaukee's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances ("MCO") Section 109-9. Contractors and their subcontractors employing any resident of City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of City of Milwaukee.

MCFLS ILS, Resource Sharing, and Technology Agreement 2020-2024

These provisions being hereby individually and mutually acceptable to the system and member library, their authorized representatives do hereby approve this agreement, effective this 1st day of January 2020.

FOR THE MILWAUKEE COUNTY
FEDERATED LIBRARY SYSTEM

FOR THE Milwaukee Public Library

Board President

Board President

Date

Date

Approved as to form and execution only:

Office of the City Attorney Date