

2020-2024 Resource Library Agreement

By and among the Milwaukee County Federated Library System (System), the City of Milwaukee (City) and the Milwaukee Public Library (Resource Library, also referred to as MPL)

This Agreement effective as of January 1, 2020, by and among the Milwaukee County Federated Library System, organized and existing under Chapter 43 of the Wisconsin Statutes (hereinafter referred to as the SYSTEM), the City of Milwaukee, a municipal corporation (hereinafter referred to as the CITY), and the Milwaukee Public Library, established and maintained by the City of Milwaukee under the provisions of Chapter 43 of the Wisconsin Statutes (hereinafter referred to as MPL).

WHEREAS, the SYSTEM was established to facilitate the cooperative development of 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 between the SYSTEM and the public libraries within Milwaukee County, wherein the SYSTEM shall receive county, state, and federal aid to expend as deemed appropriate in the best interests of its Members; and

WHEREAS, the SYSTEM is obligated by the Wisconsin Statutes, regulations and the Membership Agreement to provide the extension of backup reference and information services from a Resource Library; and

WHEREAS, the SYSTEM and MPL previously agreed that MPL would be designated as the Resource Library for the SYSTEM and MPL is willing to continue to extend backup reference services to the residents of the SYSTEM's member communities as required by state law and regulations governing Resource Libraries; and

2020-2024 Resource Library Agreement

WHEREAS, the CITY's Common Council adopted Resolution File No. _____ on _____, 2019, 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 MPL as the Resource Library for the SYSTEM and aid MPL in its efforts to fulfill its obligations as such Resource Library.
2. Provide payment to CITY in consideration for the services rendered under this Agreement. Said payment amount shall be 6.25% of State System Aid received by MCFLS for 2020 through 2024. Said payment is payable in the same calendar year for each year of the term of this agreement. Said cash payment to be paid annually in equal quarterly payments no later than March 31, June 30, September 30, and December 15. Negotiations between the SYSTEM and MPL concerning an agreement, subsequent to this one, shall occur during calendar year 2024, and shall be completed by December 31 of that year.

B. IT IS AGREED THAT MPL SHALL:

1. Be designated the Resource Library for the SYSTEM in consideration for the payments from the SYSTEM.
2. Provide full backup reference and backup information services to the SYSTEM's member Libraries and their patrons, on the same terms and conditions as such services are extended to such patrons of the Resource Library.

2020-2024 Resource Library Agreement

3. Provide services to other SYSTEM Member Libraries, including:
 - Access to specialized collections and training of staff in the use of these resources, such as legal, government documents, rarities, small business resources, patents, archival collections, etc.
 - Consultation and training on public programming, including public computer class curriculum and methods.
 - Consultation and training in technical services, such as training on Sierra Acquisitions, Serials, and Circulation modules.
 - Consultation on technology-related programs, such as webpage development, use of social media, digitization, RFID, including automated materials handling units, the Express or automated library, automated meeting room and calendar software, and wireless network connections.
 - Consultation on other library services, such as library design and mixed-use library development, grant writing, roving reference, and library card campaigns, and tours of the resource library and orientations for staff, directors, and library boards of trustees.
 - Consultation on library operations, such as human resources, marketing, community engagement and staff training.
 - Consultation on safety and security issues, such as active shooter training and conflict resolution.

4. Provide direct service to patrons throughout the SYSTEM, including:
 - Use of ready reference,
 - Email and chat reference service,

2020-2024 Resource Library Agreement

- School and other groups field trips to Central library, and
- Access to special collections.

5. Provide assistance to the SYSTEM to support partnerships with local workforce development organizations.

6. Provide leadership and consultation to the SYSTEM and its members on matters of local, state and national importance. Examples would be MPL's leadership role in selecting the MyPC platform, the Public Library System Redesign project, and work with the Urban Libraries Council.

7. Annually, MPL will report to the SYSTEM and member libraries on services provided as part of this agreement.

8. Maintain the necessary requirements of a Resource Library in accordance with Sec. 43.16(2), Wis. Stats., and shall comply with all other 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 are agreed to by the parties and hereto incorporated.

2. To jointly work toward improved library cooperation in Milwaukee County to ensure the satisfaction of state regulations and requirements governing the efficient operation of the SYSTEM and the effective implementation and administration of this Agreement.

3. Negotiations shall be completed by December 31, 2019 between the SYSTEM and the MPL, but any amendment must be approved by the CITY. If for any reason agreement cannot be reached on mutually acceptable terms, Agreement shall automatically terminate in accordance with Sec. 43.16 (1)(a), Wis. Stats., on the succeeding December 31. The SYSTEM

2020-2024 Resource Library Agreement

shall at that time reimburse MPL for all services rendered during said period on the same basis as herein stated.

4. That this Agreement may be amended at any time but only by the written agreement of the parties.

5. That in the event any single year of SYSTEM aid from the State of Wisconsin increases or decreases by more than 10%, both parties agree to renegotiate the terms of this agreement.

6. 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 such subsequent similar act by such party.

7. That any notice provided herein or given pursuant to this Agreement shall be deemed in compliance herewith if in writing and sent by United State mail, postage prepaid, or by personal delivery to the parties as follows:

MCFLS Director
Milwaukee County Federated Library System
709 N. 8th St.
Milwaukee, WI 53233

MPL Library Director
Milwaukee Public Library
814 W. Wisconsin Ave.
Milwaukee, WI 53233-2385

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

2020-2024 Resource Library Agreement

III. TERMINATION

The term of this agreement shall be January 1, 2020, to December 31, 2024. Thereafter, the term may be renewed by mutual agreement of the parties.

2020-2024 Resource Library Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year written below:

IN THE PRESENCE OF:

Paula A. Kiely

Rebecca Schweisberger

MILWAUKEE PUBLIC LIBRARY

By Michele Bria

Dr. Michele Bria, President

Date 10/23/19

By Paula A. Kiely

Paula A. Kiely, Secretary

Date 10-24-19

IN THE PRESENCE OF:

CITY OF MILWAUKEE

By _____

Tom Barrett, Mayor

Date _____

By _____

Jim Owczarski, City Clerk

Date _____

COUNTERSIGNED

By _____

Martin Matson, Comptroller

Date _____

IN THE PRESENCE OF:

Milwaukee County Federated Library System

By _____

Paul M. Ziehler, President

Date _____

By _____

Steven E. Hesper, Secretary

Date _____

Approved as to form and execution this ___ day of _____, 2019

Deputy City Attorney

October 1st, 2019

Dr. Michele Bria, Board President
c/o Paula Kiely, Director
Milwaukee Public Library
Milwaukee, WI 53233

Dear Dr. Bria,

Enclosed please find two copies of:

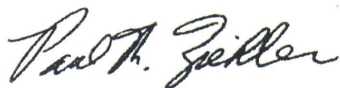
- the 2020-2024 MCFLS ILS, Resource Sharing, and Technology Agreement;
- the 2020-2024 Bibliographic Database Development and Maintenance Agreement; and
- the 2020-2024 Resource Library Agreement.

All the agreements were approved by the MCFLS Board on September 30th, 2019, and are hereby submitted for your Board's consideration. We ask that, upon approval, you sign and return two copies of each agreement to the MCFLS office by November 30th, 2019. Upon receipt of both copies, MCFLS signatures will be executed and one copy of each agreement returned to you for your files.

MCFLS Staff, the MCFLS Board, and member library directors worked together to develop a MCFLS Strategic Plan earlier in 2019. The new agreements reflect this work. The agreements propose some reasonable changes that, together, on balance, will help all MCFLS member libraries become better able to serve the citizens of Milwaukee County.

I, other MCFLS Board members and/or Steve Heser, MCFLS Director, would be happy to attend your local board and/or council meetings to address any questions or concerns you may have regarding the Agreement or System membership.

Sincerely,



Paul M. Ziehler, President
MCFLS Board of Trustees

