

1 WHEREAS, the CITY’s Common Council adopted Resolution File No. _____ on
2 _____, 2004, authorizing the MPL Board and the proper City officers to enter into this
3 Agreement and to provide the services in accordance with this Agreement;

4 NOW, THEREFORE, in consideration of the mutual covenants herein:
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6 II. AGREEMENT

7 A. IT IS AGREED THAT THE SYSTEM SHALL:

8 1. Designate MPL as the Resource Library for the SYSTEM and aid MPL in
9 its efforts to fulfill its obligations as such Resource Library.

10 2. Provide payment to CITY in consideration for the services rendered under this
11 Agreement (See Exhibit A). Said payment amount shall be \$725,000 (Seven Hundred and
12 Twenty Five Thousand Dollars) for each year of the term of this Agreement. Said cash payment
13 to be paid annually in equal quarterly payments no later than March 31, June 30, September 30,
14 and December 15. Negotiations between the SYSTEM and MPL concerning an agreement,
15 subsequent to this one, shall occur during calendar year 2007, and shall be completed by
16 December 31 of that year.

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18 B. IT IS AGREED THAT MPL SHALL:

19 1. Be designated the Resource Library for the SYSTEM in consideration for the
20 payments from the SYSTEM.

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22 2. Provide full backup reference and backup information services to the SYSTEM’s
23 Member Libraries and their patrons, including access to the Resource Library’s specialized

1 collections, on the same terms and conditions as such services are extended to such patrons of
2 the Resource Library.

3 3. Maintain the necessary requirements of a Resource Library in accordance with
4 Sec. 43.16(2), Wis. Stats., and shall comply with all other applicable laws relevant to providing
5 the services specified in this Agreement.

6 C. ALL PARTIES AGREE:

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

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

12 3. Negotiations shall be completed by December 31, 2007 between the SYSTEM
13 and the MPL, but any amendment must be approved by the CITY. If for any reason agreement
14 cannot be reached on mutually acceptable terms, Agreement shall automatically terminate in
15 accordance with Sec. 43.16 (1)(a), Wis. Stats., on the succeeding December 31. The SYSTEM
16 shall at that time reimburse MPL for all services rendered during said period on the same basis as
17 herein stated.

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

20 5. That one or more waivers by any party of any covenant or condition of this
21 Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other
22 covenant or condition. The consent or approval given by any party with respect to any act by the

1 other party requiring such consent or approval shall not be deemed to waive or render
2 unnecessary further consent or approval of such subsequent similar act by such party.

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

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

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11 City Librarian
12 Milwaukee Public Library
13 814 W. Wisconsin Ave.
14 Milwaukee, WI 53233-2385

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16 City Clerk, City of Milwaukee
17 Room 205, City Hall
18 200 East Wells St.
19 Milwaukee, WI 53202

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23 **III. TERMINATION**

24 The term of this agreement shall be January 1, 2005, to December 31, 2007. Thereafter,
25 the term may be renewed by mutual agreement of the parties.

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