2005 - 2007 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)

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6 7 This Agreement effective as of January 1, 2005, by and among the Milwaukee County 8 Federated Library System, organized and existing under Chapter 43 of the Wisconsin Statutes 9 (hereinafter referred to as the SYSTEM), the City of Milwaukee, a municipal corporation 10 (hereinafter referred to as the CITY), and the Milwaukee Public Library, established and 11 maintained by the City of Milwaukee under the provisions of Chapter 43 of the Wisconsin 12 Statutes (hereinafter referred to as MPL). 13 14 WHEREAS, the SYSTEM was established to facilitate the cooperative development of library 15 services in Milwaukee County and a plan to facilitate the orderly and efficient operation of 16 cooperative library services was entered into per a formal Member Agreement between the 17 SYSTEM and the public libraries within Milwaukee County, wherein the SYSTEM shall receive 18 state and federal aid to expend as deemed appropriate in the best interests of its Members; and 19 WHEREAS, the SYSTEM is obligated by the Wisconsin Statutes, regulations and the 20 Member Agreement to provide the extension of backup reference and information services from 21 a Resource Library; and 22 WHEREAS, the SYSTEM and MPL previously agreed that MPL would be designated as 23 the Resource Library for the SYSTEM and MPL is willing to continue to extend backup 24 reference services to the residents of the SYSTEM's member communities as required by state 25 law and regulations governing Resource Libraries; and

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WHE	EREAS, the CITY's Common Council adopted Resolution File No on
	, 2004, authorizing the MPL Board and the proper City officers to enter into this
Agreement a	nd to provide the services in accordance with this Agreement;
NOW	V, THEREFORE, in consideration of the mutual covenants herein:
II. AGREEMENT	
А.	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 (See Exhibit A). Said payment amount shall be \$725,000 (Seven Hundred and	
Twenty Five	Thousand Dollars) for each year of the term of this Agreement. Said cash payment
to be paid an	nually in equal quarterly payments no later than March 31, June 30, September 30,
and Decemb	er 15. Negotiations between the SYSTEM and MPL concerning an agreement,
subsequent to	o this one, shall occur during calendar year 2007, 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 Lib	raries and their patrons, including access to the Resource Library's specialized
	Agreement a NOW II. AGREEN A. 1. 2. Agreement (C Twenty Five to be paid an and December subsequent to December 31 B. IT IS 1.

collections, on the same terms and conditions as such services are extended to such patrons of
 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:

That each and every item and condition herein stated in the recitals of this
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.

3. Negotiations shall be completed by December 31, 2007 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
shall at that time reimburse MPL for all services rendered during said period on the same basis as
herein stated.

18 4. That this Agreement may be amended at any time but only by the written19 agreement of the parties.

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

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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 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MCFLS Director Milwaukee County Federated Library System 709 N. 8 th St. Milwaukee, WI 53233 City Librarian 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
22 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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