

2017 AGREEMENT FOR CAFÉ CONSULTING SERVICES

This is an agreement for CAFÉ consulting services provided to the Bridges Library System located at 741 North Grand Avenue #210, Waukesha, WI 53186 by the City of Waukesha Public Library (WPL) located at 321 Wisconsin Avenue, Waukesha, Wisconsin, 53186.

Whereas, WPL developed an integrated library system, Catalog Access for Everyone (CAFÉ), by contracts with several libraries with the assistance of Waukesha County Federated Library System, and

Whereas, Bridges and WPL, by mutual agreement transferred the governance and funding from WPL to Bridges (then known as Waukesha County Federated Library System) on April 1, 2011, and

Whereas, the purpose of this agreement is to advance the objectives of Bridges and WPL for integrated library services (ILS) within the county, and

Whereas, the integrated library system (ILS) requires staffing for management, development and maintenance; and

Whereas this agreement is authorized by Chapter 43, Wisconsin Statutes.

Now, therefore be it resolved that in consideration of the mutual covenants set forth herein,

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE of SERVICES.** WPL agrees to provide consulting services to Bridges Library System for CAFÉ shared automation (ILS) activities for participating libraries. The CAFÉ System Administrator, a Waukesha Public Library employee, shall provide full time consulting services to manage the CAFÉ ILS. WPL shall administer performance reviews of the CAFÉ System Administrator with substantial input from Bridges Library System. WPL agrees to provide office space (90 square feet), computer room (400 square feet) phone service, and computer equipment for the consultant at the library. The duties of the consultant shall be rendered at the WPL unless otherwise agreed upon between the parties.
2. **TERM.** The term of this agreement is January 1, 2017, through December 31, 2017. The agreement may be extended by the mutual, written agreement of the parties.
3. **COMPENSATION AND PAYMENT.** Bridges Library System shall reimburse WPL for the full time salary and fringe benefit costs for the position of the System Administrator. For this agreement, the annual cost for the consulting services provided by the System Administrator as described in this agreement is \$92,951 for 2017. This amount is mutually agreeable as representing the total cost of salary and fringe benefits for this position. Bridges Library System shall make payments in equal quarterly installments upon receipt of the invoices. WPL remains the employer of the CAFÉ System Administrator and shall therefore approve vacation or other time off, but shall do so only after consultation with Bridges Library System.

Should there be a variance in the salary or benefits of the System Administrator during the contract year due to city council action on personnel costs, the Waukesha Public Library Board may seek an amendment to this contract by providing documentation of city council action within 30 days of that action.

In the event the parties to this agreement desire to extend this agreement, the parties shall determine the cost for maintaining the consulting position for the calendar year 2018 no later than November 1, 2017, and shall determine annual compensation by using the most current WPL salary and fringe benefits estimates/schedules.

4. **TERMINATION.** Either party may terminate this agreement for any reason by giving 90 days written notice to the other party. If this agreement is terminated, WPL shall refund a prorated portion of any payment made by Bridges Library System pursuant to paragraph 3 above for services paid for but not rendered.
5. **EMPLOYMENT STATUS.** The parties agree that the CAFÉ System Administrator shall perform services as an employee of Waukesha Public Library and not as an employee of the County of Waukesha or the Bridges Library System. The CAFÉ System Administrator shall remain an employee of the WPL for all purposes. The employment and personnel policies of the City of Waukesha and WPL shall prevail as they relate to the System Administrator's employment. WPL and the City of Waukesha shall maintain and be responsible for worker's compensation insurance and payments to the current system manager.
6. **AGREEMENT.** This document contains the entire agreement between the parties. It may not be modified except by written agreement signed by the duly authorized agents of the parties.

IN WITNESS HERETO, the duly authorized agents of the parties affix their signatures.

NAME:

DATE OF SIGNING:

BRIDGES LIBRARY SYSTEM

By _____
President

Attest _____
Secretary

WAUKESHA PUBLIC LIBRARY

By _____
President

Attest _____
Secretary
