

## **ADDENDUM AGREEMENT BETWEEN BRADBURY MILLER ASSOCIATES AND WAUKESHA PUBLIC LIBRARY**

By signed proposal dated April 2, 2017 and acceptance by the Board of Trustees of the Waukesha Public Library (hereinafter called Library), the Library has entered into an agreement with Bradbury Miller Associates (hereinafter called Consultant) to perform an executive search for a new Library Director. That agreement is hereby amended to contain the following provisions, which shall, to the extent they are inconsistent with the terms of the April 2, 2017 proposal, supersede the prior provisions:

1. All work performed under this contract shall be performed by or under the direct supervision and control of Dan Bradbury and Jobeth Bradbury as project co-directors.
2. The search schedule as outlined in the original proposal dated April 2, 2017 will be superseded by a final schedule to be developed after the May meeting with the Library and mutually agreed to by both the Library and the Consultant.
3. (Add any other relevant elements you wish to specify or change and adjust numbers accordingly.)
4. Regardless of which party hereto retains responsibility for conducting criminal and financial background checks on prospective candidates under the agreement, the Library and Consultant will defend and indemnify each other from all claims, lawsuits, administrative actions, and other causes of action arising from the negligence or misconduct of a party hereto in conducting such background checks and/or from the misuse of information obtained from such background checks by either party, its officers, directors, agents, servants, or employees.
5. The Library and Consultant each agree and warrant to each other that (1) any such background checks will be conducted solely for the purposes of evaluating prospective candidates' suitability for employment; (2) before a background check is conducted, the prospective candidate will be provided with and sign a clear and conspicuous written disclosure informing him/her that a criminal and/or financial report may be obtained for employment purposes; and (3) information obtained as a result of such background checks will not be used in a manner that violates any state or federal employment laws or regulations.
6. If a dispute arises between the parties relating to this Agreement, the parties agree to participate in good faith negotiations to resolve the dispute for a period of up to thirty (30) days. If the dispute is not settled during such period, the parties agree that the matter shall be settled by non-binding arbitration held in accordance with the commercial rules of the American Arbitration Association, by a panel of three (3) arbitrators. The parties shall each choose an arbitrator who will then agree on a neutral arbitrator.
7. The Library may terminate this contract at any time with 30 days of notice. If the Library terminates the contract due to being dissatisfied with the quality or amount of services provided by the Consultant, the Consultant will rely on the collective good judgment of the Library to determine what represents a fair and appropriate level of refund/rebate/discount for the work performed under the agreement.

WHEREFORE, the parties have set their hand this \_\_\_\_ day of April, 2017.

BRADBURY MILLER ASSOCIATES

WAUKESHA PUBLIC LIBRARY

By Daniel J. Bradbury (Electronic Signature ■)

By \_\_\_\_\_