

ADDENDUM AGREEMENT BETWEEN BRADBURY ASSOCIATES/GOSSAGE SAGER ASSOCIATES AND WAUKESHA (WI) PUBLIC LIBRARY

By signed proposal dated December 18, 2011 and acceptance by the Waukesha (WI) Public Library Board of Trustees, the Waukesha Public Library (hereinafter called Library) has entered into an agreement with Bradbury Associates/Gossage Sager Associates (hereinafter called Consultant) to perform an executive search for a new Library Director. That agreement is hereby amended to contain the following provisions and/or clarifications, which shall, to the extent they are inconsistent with the terms of the December 18, 2011 proposal, supersede the prior provisions:

1. All work performed under this contract shall be performed by or under the direct supervision and control of Daniel Bradbury and Jobeth Bradbury as co-project directors.
2. The search schedule as outlined in the original proposal dated December 18, 2011 will be superseded by a final schedule to be approved after the initial 2012 meeting with the Human Resources Committee of the Library and mutually agreed to by both the Library and the Consultant.
3. The Consultant will contact the current and prior employers of the finalist candidate(s) as part of the Background Investigation.
4. Regardless of which party hereto retains responsibility for conducting ^{PMK} criminal and financial background checks on prospective candidates under the agreement, the Library and Consultant will defend, indemnify and hold each other harmless from all claims, lawsuits, administrative actions, and other causes of action arising from the negligence or misconduct of the that party, its officers, directors, agents, servants or employees in conducting such background checks. The Library and Consultant will defend, indemnify and hold each other harmless from all claims, lawsuits, administrative actions, and other causes of action arising from the misuse of information obtained from such background checks by that 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. All applicants will be required to complete a City of Waukesha Public Library application form.
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. All disputes arising between the parties shall be governed by the laws of the State of Wisconsin.
7. The Library may terminate this contract at any time with thirty (30) days of advance notice. If the Library terminates the contract as a result of 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 Board to determine what represents a fair and appropriate level of refund/rebate/discount for the work performed under the agreement.

WHEREFORE, the parties have hereto set their hands this 9th day of February, 2012.

BRADBURY ASSOCIATES/GOSSAGE SAGER
ASSOCIATES

By Daniel J. Bradbury
(■ Blackened box indicates electronic signature)

Title: Managing Partner

WAUKESHA PUBLIC LIBRARY

By [Signature]
(■ Blackened box indicates electronic signature)

Title: Library Board President