

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of February, 2005, pursuant to Sec. 66.0301, Stats., between the CITY OF MADISON, hereinafter referred to as "CITY"; and the SOUTH CENTRAL LIBRARY SYSTEM, hereinafter referred to as "SCLS".

### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings as hereinafter set forth, the parties agree as follows:

1. The said CITY does hereby permit SCLS to use up to four CITY-owned fiber optic cables that run in conduit from the CITY'S manhole on West Mifflin Street outside the Madison Public Library located at 201 West Mifflin Street, Madison, Wisconsin, to Vilas Hall, 821 University Avenue, Madison, Wisconsin, hereinafter called the "Premises" as indicated on Exhibit A attached hereto and made a part of this Agreement. The CITY's fiber-optic cable and conduit on the Premises shall hereinafter be called "CITY facilities".
2. The CITY shall install and connect fiber optic cables and conduit from the CITY's manhole in West Mifflin Street to a panel in the Madison Public Library. The installation shall be at the sole cost and expense of SCLS. Upon installation, the conduit and fiber optic system shall become the property of SCLS and shall hereinafter be called "SCLS facilities".
3. SCLS shall pay rent to the CITY for use of CITY facilities on the Premises at the following rate: the sum of four hundred (\$400.00) per month for the period of two (2) years.
4. The term of this Agreement shall be for a term of two (2) years, from the date of execution, subject to the cancellation provision contained in paragraph 11 hereof.
5. SCLS shall have the option to renew this Agreement up to twenty three times, for another one year (1) year term upon the same terms and conditions contained herein except for the length of the term and the amount of rent which shall be renegotiated, provided notice of intent to renew is given in writing to the CITY at least six (6) months before the end of the effective term of this Agreement. The effective date of this Agreement shall be extended one year each time this Agreement is renewed.
6. Upon termination or cancellation of this Agreement, the CITY may require SCLS to remove all SCLS facilities that run from the CITY'S manhole in West Mifflin Street to the outside wall of the Madison Public Library located at 201 West Mifflin Street, Madison, Wisconsin. Such removal shall be at the sole cost and expense of SCLS. In the event SCLS has not removed the cables within ninety (90) days of notification to do so by the CITY, the CITY may cause the same to be done at the sole cost and expense of SCLS.
7. SCLS facilities up to the outside wall of the Madison Public Library shall be maintained by the CITY at the sole cost and expense of SCLS. The costs and expense charged by the City for maintenance of SCLS facilities up to the outside wall of the Madison Public

Library shall be reasonable. The City shall not undertake any maintenance of SCLS facilities up to the outside wall of the Madison Public Library, except in an emergency, until it has provided SCLS a good faith estimate of the costs and expenses of the maintenance and SCLS has approved the maintenance in writing. In the case of an emergency, the City may go ahead with the maintenance of SCLS facilities up to the outside wall of the Madison Public Library required to address the emergency situation without prior written approval from SCLS and SCLS shall be responsible for the reasonable costs and expenses incurred by the City. SCLS facilities from the outside wall of the Madison Public Library to a panel in the Madison Public Library shall be maintained by SCLS. The CITY shall mark SCLS facilities between the CITY'S manhole in West Mifflin Street and the outside wall of the Madison Public Library when requested to do so by Diggers Hotline or SCLS.

8. The CITY shall not be liable for any damage to SCLS facilities caused directly or indirectly by CITY facilities, or operations or actions or inaction of the CITY facilities, or operations or action or inaction of the CITY's employees, officers, officials and/or agents, including but not limited to any consequential, special or incidental damages or losses arising from damage to the SCLS facilities.

9. SCLS shall be liable to the CITY for its negligent or intentional acts related in any way to the performance of this Agreement that damages the CITY or the CITY'S facilities.

10. This Agreement may be cancelled at any time during the term of the Agreement upon six (6) months notice by either party.

11. In the performance of this Agreement, SCLS agrees not to discriminate because of race, religion, marital status, age, color sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political belief or student status. SCLS further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract in performance of this Agreement because of race, religion, color, age, disability, sex, or national origin.

12. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Wisconsin.

13. SCLS shall not assign any rights under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

14. The terms CITY and SCLS when used herein shall be taken to mean either singular or plural, masculine or feminine, as the case may be, and the provisions of this instrument shall bind the parties.

15. All notices to be given under the terms of this Agreement shall be in writing, signed by the person serving the same, and shall be sent to the address of the parties below specified in writing.

CITY's address for notices shall be:

CITY TRAFFIC ENGINEER  
215 MARTIN LUTHER KING JR BLVD RM 100  
PO BOX 2986  
MADISON WI 53701-2986

with copies to the office of the City Clerk and City Attorney at their current addresses.

SCLS address for notices shall be:

DIRECTOR  
SOUTH CENTRAL LIBRARY SYSTEM  
5250 East Terrace Dr.  
Madison, WI 53718

with copy to:

AUTOMATION PROJECT MANAGER  
SOUTH CENTRAL LIBRARY SYSTEM  
201 West Mifflin Street  
Madison, WI 53703

16. This Agreement may be amended by mutual agreement of the Parties.

