

## Memorandum of Understanding

THIS Memorandum of Understanding ("MOU") is entered into between Dane County Library Service, Wisconsin (1874 S. Stoughton Rd, Madison 53716); Madison Public Library (201 W. Mifflin St., Madison 53704); and Madison Public Library Foundation (201 W. Mifflin St., Madison 53704), hereinafter referred to as "the parties".

### WITNESSETH:

WHEREAS, Dane County Library Service will extend services into five Madison neighborhoods between the years of 2018 and 2021 through weekly visits to each neighborhood; and

WHEREAS, the parties will invest in the extension project divided as such: 25% by DCLS and 75% by Madison Public Library; and

WHEREAS, the Madison Public Library Foundation will purchase a new vehicle (currently termed "The Readmobile") and donate it to Dane County Library Service for service to the five neighborhoods; and

WHEREAS, the purpose of this MOU is to set forth the expectations of each party in joining this collaborative effort;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself the undersigned do agree as follows:

1. The Readmobile will be owned and maintained by Dane County Library Service, housed at 1874 S. Stoughton Rd., Madison.
2. The Parties will provide annual financial support accordingly:
  - a) 25% of operating cost paid for by Dane County Library Service; including SCLS setup or service fees associated with the project.
  - b) 75% of operating costs paid for by Madison Public Library, including SCLS setup or service fees associated with the project.
  - d) Dane County Library Service will bill Madison Public Library quarterly for operating costs incurred.
  - e) Operating costs include fuel, maintenance and insurance for Readmobile; collection and program materials; staff for extension services; marketing tools and materials.

- 50 f) Circulation on the Readmobile at Extension service points will not be  
51 calculated into the Dane County Library Service operational or facility  
52 reimbursement formulas.  
53 g) Madison Public Library will report Readmobile circulation statistics on its  
54 Annual Report to the Department of Public Instruction.

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56 3. Madison Public Library Foundation will:

- 57  
58 a) Issue a purchase order agreement to LDV, Inc. per the specifications  
59 created by DCLS.  
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61 b) Pay LDV, Inc. for Readmobile upon delivery, expected in 1<sup>st</sup> quarter of  
62 2019.  
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64 c) Transfer ownership of Readmobile to DCLS.

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66 4. Dane County Library Service will :

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68 a) Manage the Readmobile specifications and build process, working with  
69 LDV, Inc.  
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71 b) Work with MPLF, MPL and representatives from the communities to be  
72 served on artwork for the Readmobile wrap.  
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74 c) Hire, train and manage all staff to provide library services on the vehicle.  
75 Madison Public Library will have representation on the hiring panel.  
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77 d) Facilitate meetings of participating agencies to discuss collaboration with  
78 marketing and community outreach.  
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80 e) Select, purchase, develop and weed the Readmobile collection.  
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82 f) Notify communities if the Readmobile is off the road due to weather.  
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84 g) Provide alternate service if the Readmobile is off the road for repair.  
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86 h) Be responsible for the fueling and maintenance of the Readmobile.

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89 5. Madison Public Library will:

- 90  
91 a) Provide support services, such as storytimes and programming,  
92 through Madison Public Library staff when necessary.  
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94 b) Assist with identifying youth to be community liaisons at Readmobile  
95 stops.  
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97 c) Utilize the The Readmobile when it is not in use and with prior notice.  
98 Madison Public Library staff are responsible for staffing the vehicle in  
99 these instances.  
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- 101 6. This MOU may be amended at any time by written agreement signed by all  
102 parties.  
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- 104 7. This MOU shall continue for a period of five (5) years commencing on the date on  
105 which all parties have fully executed this MOU. Any party may terminate its  
106 participation in this MOU at the end of a calendar year by providing written notice  
107 to the other parties at least ninety (90) days prior to the end of the year, in which  
108 case the terms of this MOU shall remain in full force and effect with regard to the  
109 non-terminating parties.  
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- 111 8. Liability:  
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- 113 a) With respect to liability arising out of the operation, use and maintenance of  
114 The Readmobile, the parties agree that Dane County will provide the liability  
115 and physical damage coverage for The Readmobile regardless of which  
116 parties' employees are operating.  
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- 118 b) Each party shall be responsible for the consequences of its own acts, errors,  
119 or omissions and those of its employees, boards, commissions, agencies,  
120 officers, and representatives and shall be responsible for any losses, claims,  
121 and liabilities which are attributable to such acts, errors, or omissions including  
122 providing its own defense. In situations including joint liability, each party shall  
123 be responsible for the consequences of its own acts, errors, or omissions and  
124 those of its employees, agents, boards, commissions, agencies, officers and  
125 representatives. It is not the intent of the parties to impose liability beyond that  
126 imposed by state statutes.  
127
- 128 9. Notices required by this MOU shall be deemed delivered as of the date of  
129 postmark if deposited in a United States mailbox, first class postage attached,  
130 addressed to a party's address as set forth above. It shall be the duty of a party  
131 changing its address to notify the other party of such change in writing within a  
132 reasonable time.  
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- 134 10. The parties agree to comply with applicable federal, state, and local laws  
135 governing the functions described herein.  
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- 137 11. Each party warrants that the persons executing this MOU on its behalf are  
138 authorized to do so.  
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- 140 12. It is expressly understood and agreed to by the parties hereto that in the event of  
141 any disagreement or controversy between the parties, Wisconsin law shall be  
142 controlling and venue shall be in the Dane County Circuit Court.  
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- 144 13. This MOU is intended to be an agreement solely between the parties hereto and  
145 for their benefit only. No part of this MOU shall be construed to add to,  
146 supplement, amend, abridge or repeal existing duties, rights, benefits or privileges  
147 of any third party or parties, including but not limited to employees of either of the  
148 parties.  
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14. The entire agreement of the parties is contained herein, and this MOU  
supersedes any and all oral agreements and negotiations between the parties  
relating to the subject matter hereof.

15. The parties may evidence their agreement to this MOU upon one or several  
counterparts of this instrument, which together shall constitute a single instrument.

Wherein the parties hereto by their authorized representatives have executed this MOU,  
effective as of the date by which all parties hereto have affixed their respective  
signatures, as indicated below.

**FOR THE COUNTY OF DANE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph Parisi, Dane County Executive

**FOR THE CITY OF MADISON:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul Soglin, Mayor, City of Madison

**FOR PARTICIPATING AGENCIES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dane County Library Service

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Madison Public Library

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Madison Public Library Foundation