

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.

- f) Circulation on the Readmobile at Extension service points will not be calculated into the Dane County Library Service operational or facility reimbursement formulas.
 - g) Madison Public Library will report Readmobile circulation statistics on its Annual Report to the Department of Public Instruction.
3. Madison Public Library Foundation will:
- a) Issue a purchase order agreement to LDV, Inc. per the specifications created by DCLS.
 - b) Pay LDV, Inc. for Readmobile upon delivery, expected in 1st quarter of 2019.
 - c) Transfer ownership of Readmobile to DCLS.
4. Dane County Library Service will :
- a) Manage the Readmobile specifications and build process, working with LDV, Inc.
 - b) Work with MPLF, MPL and representatives from the communities to be served on artwork for the Readmobile wrap.
 - c) Hire, train and manage all staff to provide library services on the vehicle. Madison Public Library will have representation on the hiring panel.
 - d) Facilitate meetings of participating agencies to discuss collaboration with marketing and community outreach.
 - e) Select, purchase, develop and weed the Readmobile collection.
 - f) Notify communities if the Readmobile is off the road due to weather.
 - g) Provide alternate service if the Readmobile is off the road for repair.
 - h) Be responsible for the fueling and maintenance of the Readmobile.
5. Madison Public Library will:
- a) Provide support services, such as storytimes and programming, through Madison Public Library staff when necessary.
 - b) Assist with identifying youth to be community liaisons at Readmobile stops.
 - c) Utilize the The Readmobile when it is not in use and with prior notice. Madison Public Library staff are responsible for staffing the vehicle in these instances.

6. This MOU may be amended at any time by written agreement signed by all parties.
7. This MOU shall continue for a period of five (5) years commencing on the date on which all parties have fully executed this MOU. Any party may terminate its participation in this MOU at the end of a calendar year by providing written notice to the other parties at least ninety (90) days prior to the end of the year, in which case the terms of this MOU shall remain in full force and effect with regard to the non-terminating parties.
8. Liability:
 - a) With respect to liability arising out of the operation, use and maintenance of The Readmobile, the parties agree that Dane County will provide the liability and physical damage coverage for The Readmobile regardless of which parties' employees are operating.
 - b) Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
9. Notices required by this MOU shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party of such change in writing within a reasonable time.
10. The parties agree to comply with applicable federal, state, and local laws governing the functions described herein.
11. Each party warrants that the persons executing this MOU on its behalf are authorized to do so.
12. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.
13. This MOU is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this MOU shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

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