

AGREEMENT

THIS AGREEMENT made and entered into by and between the Dane County Library Board (hereinafter referred to as "the County Library Board") and **Madison Library Board** (hereinafter "the local Library Board") serving the municipality of Madison.

WITNESSETH:

WHEREAS the County Library Board, established by the County Board of Supervisors in accordance with sec. 43.57, Wis. Stats., is required to and does provide services to the residents of those Dane County municipalities which do not operate their own libraries; and

WHEREAS the Local Library Board, a municipal public library legally organized under sec.43.52, Wis. Stats., with a board appointed in compliance with sec 43.54, Wis Stats., is required to and does provide library services only to residents of its parent municipality, which has exempted itself from the county library tax in accordance with sec. 43.64, Wis. Stats.; and

WHEREAS the Local Library Board is able and willing to serve those in Dane County who reside in areas taxed by the county for library service, provided adequate financial arrangements are furnished; and

WHEREAS the County Library Board wishes to arrange for walk-in services for such persons;

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 County Library Board and the Local Library Board do agree, as authorized by chapter 43 and sec. 66.30, Wis. Stats., as follows:

1. The Local Library Board agrees to provide all on-site services, programs, collections, and facilities to residents of Dane County on the same basis as residents of its parent municipality; and honor valid borrowers' cards as issued by the Dane County Library Service or other local participating libraries, issue and mail library cards to local residents based on applications taken at other participating libraries and forwarded to them, and accept applications for such cards, forwarding them to the Dane County Library Service or the appropriate local participating libraries.
2. The Local Library Board agrees to maintain, and provide to the Dane County Library Service accurate service, facility, and financial records, including a copy of the Annual Report filed on or before February 15 of 2008 with the Wisconsin Department of Public Instruction, and records of circulation as specified in Wisconsin Statutes Section 43.12(2).

3. The Local Library Board agrees to maintain the current level of service by expending annually for operating purposes, funds appropriated by the municipal governing body in an amount not lower than the average of the previous three years. Such appropriation shall consist solely of funds provided by the local library board's municipal governing body and shall not include revenues generated by the local library, nor funds provided to the library by the county, state, or federal government or by agencies, organizations, corporations, endowments, or individuals.
4. The Local Library Board agrees to maintain its status as a member in good standing of the South Central Library System, meeting all requirements under Section 43.15(4)(c) of the Wisconsin Statutes.
5. During the term of this Agreement, the local library board agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). The local library board agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
6. The local library is subject to this paragraph only if the library has 20 or more full time equivalent employees and receives \$20,000 or more in annual contracts with the Dane County Library Board. The local library board or its parent municipality shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the Dane County Library Board.
7. All solicitations for employment placed on the local library board's behalf during the term of this Agreement shall include a statement to the effect that the library is an "Equal Opportunity Employer".
8. The local library board agrees to furnish all information and reports required by the Dane County's Contract Compliance Coordinator as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate

to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provisions of this agreement.

9. In exchange for the Local Library Board's providing services under this agreement to residents of areas taxed by the county for library service, the County Library Board agrees to pay the Local Library Board the sum of \$513,335. This sum represents the net payment due after averaging use and cost data from 2004, 2005 and 2006, subtracting the amount due the County for the Local Library's share of Outreach and Delivery services, and adjusting the payment as required by cross-municipal usage. The sources of data used in these calculations shall include 2004, 2005 and 2006 circulation, expenditure and revenue figures as reported by the Local Library Board to the Department of Public Instruction, as well as circulation by patron statistical codes as reported by the shared circulation system for 2004, 2005 and 2006. The final sum is further reduced to 95%.
10. In recognition of the facility expense incurred by the local library in serving non-residents, the county shall make an additional payment of \$88,189. This represents the average of formula calculations made for the years 2004, 2005, and 2006, reduced to 95%.
11. The County Library Board shall make payment by June 30, 2008.
12. This agreement shall be in effect from January 1, 2008 and shall continue in full force and effect until December 31, 2008 unless sooner terminated.

LOCAL LIBRARY BOARD

DANE COUNTY LIBRARY BOARD

BY:

BY:

President, Library Board



President, Library Board

BY:

BY:

Secretary, Library Board



Member, Library Board