**MEMORANDUM OF UNDERSTANDING**

**To Clarify Ownership, Maintenance and Operational Responsibilities**

**For the Theoretical Public Library Facility**

(2/9/15)

This Memorandum of Understanding (MOU) is made on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2015, by and between the CITY OF THEORETICAL, a Wisconsin municipal corporation located in Creative County, with its offices at City Hall, 100 Pleasant Street, Theoretical, WI 50001 (the “City”); and the Theoretical Public Library, a member of the South Central Library System located at 200 Lovely Street (“Library”). Collectively these entities will be referred to as the “Parties”. This MOU shall clarify roles and responsibilities of each party in the continued operation of the library and more specifically, the ownership, maintenance, operation and replacement of the Library Building and Grounds. For purposes of this MOU, “Building” shall mean the entire structure located at 200 Lovely Street including the major building systems (HVAC, plumbing, electrical, fire alarm, and fire sprinkler) and “Grounds” shall mean the lawn, landscaping and walks directly adjacent to the Building. The public sidewalks, alley and parking lot are not included.

The City and the Library value a strong partnership in providing to the residents and visitors of Theoretical, a free and accessible public library that plays a critical role as a resource, meeting area, custodian of information and history in safe and comfortable environment. The City and Library, their employees, agents and their affiliated agencies and foundations have continually demonstrated a willingness to cooperate and collaborate on funding, provision of services and programs as well as maintenance, operation and repair of the Library Building and Grounds.

Chapter 43, Wis. Stats provides that the City shall annually levy and allocate funds to the control of the Library Board for their exclusive use in the operation of the Library Building and Grounds. It is recognized that the City is the owner of the Library lands and Building in which responsibility for their maintenance and upkeep are remanded to the custody of the Library Board. The Library Board shall be responsible for the annual development and submittal of a budget to the City that shall include all expected expenses and revenues associated with the insurance, maintenance, operation and repair of the Library Building and Grounds.

The City and Library shall cooperate with respect to capital improvements, replacements and repairs to the Building and Grounds. For purposes of this MOU, Capital improvements shall mean equipment, repairs or improvements (including additions) with a cost in excess of $10,000 and expected life in excess of 5 years. The Library, as a department of the City shall submit proposed capital expenditures for Building and Grounds for consideration by the City during the annual budget process. Such capital expenditure submittals shall contain a summary of explored alternate funding sources in addition to City funding. Such alternative funding sources shall include, where applicable, fund raising, donations, (in-kind or otherwise), grants, reserve and restricted funding. Participation, if warranted from the Library Foundation and/or Friends of the Library shall be evaluated and/or acknowledged as part of the alternative funding exploration. The City shall consider and responsibly fund such requests within the context of compliance with statutory and City budgetary requirements and conditions. Generally, the City shall consider capital improvements that sustain or augment the capabilities of the Building and Grounds. Agency partners of the Library will be expected to consider improvements that result in enhancing the abilities of Library staff, programs and services.

Unexpected repairs or replacements (whether eligible for insurance reimbursement or not) to the Building and Grounds as a result of equipment failure, weather, acts of God, vandalism, or other occurrence that will or may result in the immediate disruption of services or programs, endanger the safety of employees and users of the Library, or its safe and efficient operation shall be considered initially a Library expenditure with subsequent consideration by the Common Council for a budget amendment/reallocation to fund such repair/replacement as requested by Library Board. Such approval by the Common Council to fund repair/replacement shall not unreasonably be withheld.

If any term or other provision of this MOU is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this MOU shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this MOU if necessary, so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

### This MOU shall remain in effect in perpetuity or terminate upon one of the following occurrences:

### Upon dissolution, disbanding or other discontinuation of one of the Parties;

### By mutual agreement of both parties.

Accepted and approved this \_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_, 2015

**For the City: For the Library:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mayor Library Board President

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Municipal Clerk Library Director