

## MEMORANDUM OF UNDERSTANDING FOR USE AND COST SHARING BETWEEN THE CITY OF WATERTOWN AND WATERTOWN PUBLIC LIBRARY

This Memorandum of Understanding ("MOU") is made and entered into between the City of Watertown (the "City"), and the Watertown Public Library (the "Library").

**1. Premises.** This MOU covers the library building and grounds located at 100 South Water Street, Watertown, WI (the "Premises"). Within the library building is located the Community Room, restrooms, Conference Rooms \_\_\_\_\_, as depicted on the attached Exhibit A.

**2. Rent.** There shall be no rent paid to the City for use of the Premises nor shall the City of Watertown or any of its affiliated entities described in Section 7 below pay any rent or reservation fee for use of any Watertown Public Library room.

**3. Term.** This MOU is effective upon the date last signed by the duly authorized representatives of the parties to this MOU. This MOU may be terminated by either party upon sixty (60) day written notice, which notice shall be delivered by hand or by certified mail to the address listed below.

**4. Utility Expenses.** The Library shall pay all utility expenses including but not limited to electric, cable, telephone, gas, water, Internet, sewer, and stormwater utility bills for the Premises.

**5. Repairs, Cleaning and Maintenance.** The Library shall be responsible for budgeting and coordinating routine cleaning, arranging repair and maintenance of the Premises, and for keeping the Premises in acceptable condition. The Library shall be responsible for all landscaping maintenance including mowing of library grounds and snow removal from parking lots and sidewalk. City building staff shall bill the Library for all hours provided for daytime cleaning, minor repairs and maintenance.

**6. Other Operating Expenses.** A portion of administration services and insurance expenses shall be billed back to the Library annually designated as an AMSO expense, as part of the City budget process. The Finance Director for the City will provide the AMSO expense cost to the Library Director on or before October 1, 2023.

**7. Library Municipal Room Use.** The City shall have priority use of the Rooms for meetings of the City Council, standing committees, non-standing committees, commissions and boards, special (statutory) boards and commissions, municipal court, ad hoc committee uses, or staff uses.

**8. After Hours Use.** The City may advertise the parking lot as available for public parking after normal Library business hours or on holidays the Library is closed.

**9. Use of Bathrooms.** The Library shall permit the public access to the bathrooms next to the Community Room during all events scheduled at the Town Square. The front door shall be unlocked to permit access. City staff shall be responsible for securing the exterior doors upon the conclusion of after hour events.

**10. Reservation Priorities of Library Rooms.** The Library reserves the right to close and cancel use of its meeting rooms because of emergency or major weather events. Conditions and limitations on room use by the City and other groups will otherwise follow the current Watertown 10 2 Public Library Meeting

Room Policy except as otherwise stated in this MOU. If more than one group wants to reserve the Municipal Room, priority will be given as follows, in order:

- a. City-sponsored meetings and events, including Municipal Court, that require live broadcasting and/or video recording.
- b. Library-sponsored meetings and events.
- c. City-sponsored meetings and events that do not require live broadcasting and/or video recording.
- d. Friends of the Library meetings and events.
- e. Community groups for informational, educational, charitable, and cultural meetings and programs.
- f. Other governmental meetings and events (i.e. Watertown School District, state agencies such as Wisconsin Department of Transportation).
- g. All other groups.

**11. Hours of Operation for City Uses.** A Library or City committee, council, or commission meeting may take place after library closing hours. During such meetings, doors must remain open to the public. The Library shall be notified in advance so as to allow coordination of library gate and locking library doors with City staff. City staff shall be responsible for securing the exterior doors upon the conclusion of after hour meetings. All other users must conclude activities 15 (fifteen) minutes before the Library's scheduled closing.

**12. Building and Premises Alterations, Additions and Improvements.** The Library shall make no alterations, additions or improvements to the Premises without prior written consent of the City. The Library may make minor cosmetic improvements such as painting and furniture, subject to budget approval. Major capital improvements must be requested through and approved by the City's and Library Board's budget processes before proceeding.

**13. Annual Funding.** The City shall provide all required funding under Wis. Stat. Sec. 43.64 in each calendar year. The City will notify the Library of the exact amount of such funding on or before September 15 of the year before budgeted calendar year. Any and all funds the City budgets for the library in excess of the required funding under Wis. Stat. Sec. 43.64 shall be designated as Additional Funding. Provision of the Additional Funding to the Library is conditioned on the Library agreeing to and complying with the terms of this Agreement, specifically Sections 8, 9, 10, 14, 15 and 16 of this Agreement. Failure to follow any of the referenced provisions will result in a forfeiture of all Additional Funding under this paragraph. The remaining terms of this Agreement will remain in full force and effect.

**14. Hiring.** The Library shall follow all City HR Policies as may be amended from time to time, in regard to posting, screening, interviewing, and onboarding all library employees.

**15. Employee Policies.** The Library shall follow and enforce all policies located in the City's Employee Handbook as may be amended from time to time.

**16. Budget Submission.** The Library shall follow the budget process provided by the City and detailed by the City's Finance Director, including submission of budget estimates and final budget.

**17. Annual Review.** The Mayor shall prepare and file an annual report with the Library Board regarding the Library's interactions and cooperations with the City and its policies.

**18. Notices.** Any notice required hereunder shall be given in writing signed by the party giving notice, personally delivered or mailed by certified mail, to the parties' respective addresses as follows:

To the City:

City of Watertown  
106 Jones Street  
PO Box 477  
Watertown, WI 53094  
Attention:

To the Library:

Adopted as of the last date of signature below.

CITY OF WATERTOWN

WATERTOWN PUBLIC LIBRARY

\_\_\_\_\_  
BY: Emily McFarland, Mayor

\_\_\_\_\_  
BY:

Dated: \_\_\_\_\_

Dated: