



LEAN WI

Memorandum of Understanding

The Libraries and Enterprise Applications Nexus of Wisconsin (**LEAN WI**) project is a voluntary technology resource sharing partnership between Wisconsin Public Library Systems.

This Memorandum of Understanding (**MoU**) between each **Partner**: IFLS Library System (**IFLS**), Northern Waters Library Service (**NWLS**), and Wisconsin Valley Library Service (**WVLS**), collectively "**the Partners**" supersedes in full the original MoU (attached as **Exhibit A**) between **IFLS** (then so named "Indianhead Federated Library System") and **WVLS** dated 7/25/2016. Within the scope of the **LEAN WI** project, **the Partners** agree to:

- Develop and maintain a shared technology plan for each Partner to adopt and further extend as necessary to meet individual needs.
- Develop and maintain a collective budget and fiscal plan
- Coordinate shared technology services for all member libraries
- Develop and maintain shared job descriptions
- Share technology expertise including: consultation, engineering, support, and hiring
- Share all relevant fiscal reporting
- Share a joint cost benefit report

Human Resource Commitments:

LEAN WI budgets and fiscal plans will not consider Human resources. **The Partners** commit to maintaining a combined total of not less than three Full Time Equivalents (**FTE**)s with a primary focus on providing technology support to member libraries. Each **Partner** shall support not less than one **FTE** except if the directors of **the Partners** ("**the Directors**") agree in full to an alternative distribution of **FTE** by addendum to this MOU.

The Partners will leverage technology management roles individually and in partnership to administer to the business and operations of shared technology services. Additional Technology Services administration commitments may be defined, if **the Directors** agree in full, by addendum to this MOU.

Assets and Stakeholder Interest:

WVLS shall own shared assets in stewardship for audit/insurance purposes and shall serve as Fiscal Agent. Documentation shall clearly differentiate **LEAN WI** assets from **WVLS** assets. Fiscal agency and asset stewardship may be redefined if **the Directors** agree in full, by addendum to this MOU.

As founding and fully vested partners, **IFLS** and **WVLS** each have five equity shares. **NWLS**, and any other new **Partner** hereafter shall accumulate one equity share per year (up to five total) upon receipt by Fiscal Agent of the **LEAN WI** budget cost share for that year, establishing a graduated equalization of the balance of equity based on a five-year lifecycle for capital replacement and mitigating the need for equity "buy in" from new partners. Each Partner's stakeholder interest is calculated as that Partner's number of equity shares divided by the sum of equity shares of all Partners.



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Withdrawal and Dissolution:

A director may withdraw his or her Library System from LEAN WI by providing written notice to each of the other directors. The Withdrawal Date shall be one year from the receipt of notice or any date thereafter as expressed in the notice or any date declared in written agreement by the Directors. The Withdrawal Period shall be one year, or any period declared in written agreement by the Directors and shall commence on the Withdrawal Date. Remaining Partners shall establish a plan for effecting a fair percent-of-equity distribution of capital assets and funding reserves not related to shared license pools or pre-paid services ("the Plan") prior to the Withdrawal Date. Implementation of the Plan shall commence on the Withdrawal Date and be completed within the Withdrawal Period. The Partners agree that shared service constructs, software licensing pools, and pre-paid services shall remain with LEAN WI though the remaining Partners shall make reasonable efforts to separate and distribute licensing or pre-paid service allocations if possible. The Partners agree that the LEAN WI partnership, the shared service constructs collectively dubbed "Libraries Win", and any brands or elements of identity thereof are inseverable from LEAN WI.

Joint dissolution of LEAN WI will result in a fair percent-of-equity distribution of capital assets and funding reserves. The Partners agree that shared licensing pools or pre-paid services may not each be divisible in a meaningful way, or at all. In the case of joint dissolution, the total replacement value of licensing and pre-paid services across the Partners necessary to enable continuity of services by each Library System will be considered in the process of dividing and distributing capital assets and funds.

Agreement:

This agreement shall not be superseded in full or in part except by written agreement of the Directors in full.

We, the undersigned Directors of IFLS Library System, Northern Waters Library Service, and Wisconsin Valley Library Service do hereby commit to this friendly agreement, framing our LEAN WI partnership, in the spirit of technology resource and service sharing collaboration.

_____ Date: _____
John Thompson, Director
IFLS Library System

_____ Date: _____
Marla Sepnafski, Director
Wisconsin Valley Library Service

_____ Date: _____
Sherry Machones, Director
Northern Waters Library Service

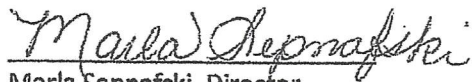
LEAN Wisconsin (LEAN WI)

Within the scope of LEAN Wisconsin (LEAN WI) project, Wisconsin Valley Library Service (WVLS) and Indianhead Federated Library System (IFLS) agree to:

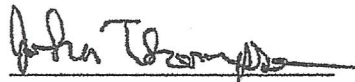
- Develop shared job descriptions
- Develop a collective budget and plan
- Share a joint financial and cost benefit report for system boards/directors
- Coordinate shared technology services for all member libraries
- Share staff expertise in technology hiring

Asset Allocation:

WVLS will own assets for audit/insurance purposes and will serve as Fiscal Agent. Joint dissolution will result in equal asset distribution.



Marla Sepnafski, Director
Wisconsin Valley Library Service
7/25/16



John Thompson, Director
Indianhead Federated Library System
7/25/16