



INTERGOVERNMENTAL AGREEMENT

Wisconsin Talking Book and Braille Library

Agency: Milwaukee Public Library ("Agency")

Today's Date: April 6, 2022

Period of Performance: July 1, 2022 – June 30, 2023

Funding Source: Library Service Contracts (SEG)/Newsline (PSC)

Services: MPL will provide library services to certified, visually and physically handicapped persons.

Pricing:	\$1,057,700	Wisconsin Talking Book and Braille Library
	<u>78,400</u>	Newsline Wisconsin Service Partner Program
	\$1,136,100	

Incorporated Documents:

Attachment 1, WI Department of Administration, DOA-3054A, Standard Terms and Conditions

Attachment 2, Milwaukee Public Library Terms and Conditions

Contacts:

Department of Public Instruction
Library Services Team
Attn: Martha Berninger
125 South Webster Street
Madison, WI 53703
Telephone: 608-224-6161
Email: Martha.Berninger@dpi.wi.gov

Department of Public Instruction
Business Services
Attn: Contracts Specialist
125 South Webster Street
Madison, WI 53703
Email: contracts@dpi.wi.gov

Milwaukee Public Library
Attn: Joan Johnson
814 W. Wisconsin Avenue
Milwaukee, WI 53233
Telephone: 414-286-3020
Email: JRJohns@milwaukee.gov



Background Checks: Agency shall ensure that state criminal background checks are conducted on all staff (including supervisors), volunteers, authorized agents, and subcontractors that have contact with DPI personnel, property, agents, invitees, and students. If any of the aforementioned persons have lived, worked, or attended school in the last ten (10) years outside of the state of Wisconsin, the criminal background check must also include a Federal Bureau of Investigation fingerprint check, or equivalent. Agency shall confirm to the Department of Public Instruction ("DPI") that background checks have been completed, and are satisfactory so as to exercise reasonable care for protecting DPI personnel, property, agents, invitees, and students, from physical, mental, or emotional harm, or any other injuries, to the extent permitted by law, whether local, state, or federal law. The actual state or federal records do not have to be submitted. During the term of this Agreement, Agency shall take appropriate action based on its knowledge of any changes to the results to remain in compliance with this provision. By signing this Agreement, Agency attests that it has completed, or will have completed, prior to the commencement of the services described herein, the required background checks pursuant to this provision.

If DPI, in its sole discretion, deems that this provision has been violated in any way, it reserves the right to terminate this Agreement immediately with written notice; or, in the alternative, DPI may request the replacement or supervision on any personnel working with students, or at a DPI facility.

Description of Work: MPL shall provide library services, including without limitation by reason of enumeration, the use of talking books, Braille materials, NFB-NEWSLINE registration and technical support, and other services without charge to handicapped persons, through the operation of the Talking Book and Braille Library to certified visually and physically handicapped persons as described in section 43.03 (6) of the Wisconsin Statutes.

The Talking Book and Braille Library ("TBBL") will circulate the collection and talking book equipment provided by the Library of Congress, National Library Service. The TBBL will maintain a collection and/or contract for the circulation of Braille materials to eligible users. The TBBL will maintain an automated system to keep track of inventory, circulation, and other necessary records for the operation of the library service. The TBBL will provide registration and technical support services to users. The TBBL will provide support for the NFB- NEWSLINE service and will work with the National Library Service to implement programs as recommended.



In the event the MPL elects to subcontract for the provision of data processing services for the TBBL, MPL shall consult with DPI on the terms of the contract and forward a copy of the subcontract to DPI, along with any subsequent amendments to the subcontract. If the subcontractor has provision for a user group to advise on enhancements or support, the agreement between MPL and the subcontractor shall include participation by a representative from the TBBL.

MPL shall notify DPI in writing prior to the time planning or implementation processes are undertaken which might affect the automated system operations and budget for the TBBL. Such notification shall include the nature and purposes of the activities and the future intent of planning and implementation.

MPL shall expend funds in accordance with the annual budget mutually agreed upon by the two parties, except that no more than \$1,000 may be transferred from one budget line to another without the prior approval of DPI.

Deliverables Schedule/Timeline of Services: MPL shall submit two invoices to DPI, the first invoice for \$568,050 shall be submitted in January 2023 for the total amount of semi-annual expenses accrued by December 31, 2022; the second invoice for \$568,050 shall be submitted in July, 2023 for the total amount of semi-annual expenses accrued by June 30, 2023.

Acceptance Criteria: This Agreement will be satisfied when DPI has approved the deliverables and services Agency has completed as outlined in the Agreement.

Travel: All travel shall be in accordance with the State's travel regulations. Per the Uniform Travel Schedule Amounts for the State of Wisconsin, meal and lodging charges for travelers shall include gratuity and/or any service charges and shall not exceed the maximum allowable rates, per person, of \$8 per breakfast, \$10 per lunch, \$20 per dinner, \$82 per night for a single, standard room or \$90 per night for a single, standard room if located in Milwaukee, Waukesha, or Racine counties, and \$0.51 per mile.

Budget:

Item*	Amount
Personnel	\$805,429
Supplies & Materials	\$30,833
General Services	\$164,073



Computer Equipment/Services	\$57,365
Newsline Wis Service Partner	\$78,400
Total	\$1,136,100

Invoices/Payment: Agency shall issue an invoice for the services/deliverables listed above upon the completion of services and/or delivery of such deliverables. Invoices must reference the DPI purchase order number issued for the services/deliverables described herein and be mailed to:

Via email: DPI.AccountsPayable@dpi.wi.gov **OR via U.S. mail:** Wisconsin Department of Public Instruction, Attn: Business Office, PO Box 7841, Madison, WI 53707-7841.

Payment shall be made within 30 days of DPI's receipt of accepted invoice.

Wisconsin Standard Terms: The terms and conditions found in Attachment 1, WI Department of Administration, DOA-3054A, Standard Terms and Conditions, shall apply to this Agreement.

Independent Contractor: The Agency is an independent contractor. Nothing in this Agreement shall be construed to establish a relationship such as a franchise, dealership, partnership, or joint venture, between DPI and Agency. The Agency is responsible for all federal, state, and local taxes, fees, fines, and assessments arising out of the operation of the Agency's business. DPI and Agency are not authorized to enter into any agreement or assume an obligation for the other party. Any such unauthorized act will create separate liability on the party so acting, and any and all third parties affected hereby.

Debarment: By signing this Agreement, Agency attests that it is not debarred from participating in state or federal procurements.

Contract Revisions, Cancellation and/or Termination: The DPI and Agency agree to collaboratively renegotiate the terms and conditions of this Agreement in such circumstances as: increased or decreased volume of services, changes required by state and federal law or regulations or court action, or a change in the scope of work or budget.

DPI and Agency will document the changes in writing and amend this Agreement accordingly. DPI and Agency shall sign the amendment before beginning any work outside the original scope or budget.

Cancellation: DPI reserves the right to cancel this Agreement immediately, in whole or in part, without penalty, and without prior notice, if the Agency: fails to protect DPI's



confidential information, as defined by applicable law or in this Agreement; or performs in a manner that threatens the health or safety of a State employee, citizen, or customer.

In addition, DPI reserves the right to cancel this Agreement, in whole or in part, without penalty, with 30 days' notice, if the Agency: fails to follow the non-discrimination requirements, as required by law. The City of Milwaukee Code of Ordinances 310-17 provides guidelines including that all items and services purchased by the Milwaukee Public Library Board of Trustees, an agent of the City of Milwaukee, are purchased from vendors who provide a safe, non-discriminatory work environment.

Termination for Cause: DPI may terminate this Agreement immediately as a result of Agency's breach of any provisions or terms of this Agreement if Agency fails, after 30 days, to cure such breach to DPI's reasonable satisfaction.

Termination for Convenience: DPI or Agency may terminate this Agreement for convenience with 30 days' notice should the service no longer be needed as specified in the Agreement.

Termination Due to Non-Appropriation of Funds. DPI may terminate this Agreement due to non-appropriation of funds. In that event, DPI shall notify the Agency as soon as reasonably possible, and the parties shall mutually agree on a work stop date.

Effect of Cancellation or Termination: In the event of cancellation or termination of this Agreement by DPI, Agency shall be entitled to receive compensation for any completed or partially completed services rendered, or goods provided, that is satisfactory to the Acceptance Criteria. Compensation for partially completed services, satisfactory to the Acceptance Criteria, will be provided based on: no more than the percentage of the completion of the services requested multiplied by the corresponding payment for completion of such services; or actual service hours provided, whichever is applicable.

DPI shall be entitled to a refund for goods or services paid for but not received or implemented, and such refund shall be paid within 30- days' of the written notice to the Agency by DPI.

Agreement Effective Date: This Agreement shall become effective upon the date of the last signature below. Notwithstanding the foregoing, or the Period of Performance, this Agreement does not go into effect until DPI issues an official DPI Purchase Order to the Agency.



Authorized Signatures

On behalf of DPI:

DocuSigned by:
John Johnson 6/29/2022
44601FCAEDF54AA...
John W. Johnson Date (mm/dd/yyyy)
Deputy State Superintendent
Office of the State Superintendent

DocuSigned by:
Michele McGafin 6/29/2022
84B60F40DDDB406...
Michele McGafin Date (mm/dd/yyyy)
Director, Business Services
Division for Finance and Management

On behalf of Agency:

DocuSigned by:
Mark A. Sain
34232D4A92E34AD...
Signature
President, Milwaukee Public Library Board of Trustees

6/28/2022
Date (mm/dd/yyyy)

DocuSigned by:
Joan Johnson
3BAF0F7CDB3E4DA...
Signature
Secretary, Milwaukee Public Library Board of Trustees

6/29/2022
Date (mm/dd/yyyy)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

MILWAUKEE PUBLIC LIBRARY TERMS AND CONDITIONS

Wisconsin Department of Public Instruction (“DPI”) and the Milwaukee Public Library (“MPL”) agree to the following terms, conditions, obligations and duties, in addition to the terms, conditions, obligations and duties set forth in the Intergovernmental Agreement and Attachment 1. Collectively, the Intergovernmental Agreement, Attachment 1, and this Attachment 2 shall be referred to as the “Agreement.” In case of any ambiguity or conflict between the terms of this Attachment 2 and the Intergovernmental Agreement and/or Attachment 1, Attachment 2 shall govern.

1. **Public Records and Document Retention.** Both Parties understand that MPL is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. seq. DPI acknowledges that it is obligated to assist MPL in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after the termination of the Agreement.
2. **Conflict of Interest.** No officer, employee, or agent of MPL or the City of Milwaukee (“City”) who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City or MPL and no other public official of the City or MPL who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.
3. **Nondiscrimination.** In addition to those nondiscrimination provisions in Attachment 2, DPI agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. MPL and each employer will comply with all requirements imposed by or pursuant to the

regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. DPI agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. DPI will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. **Liability.** This Agreement shall not be interpreted to waive any right of recovery in law or in equity by either party against the other.

5. **Insurance.** DPI acknowledges that the City of Milwaukee does not maintain a policy of insurance covering its employees or its motor vehicles. Instead, the City self-insures its employees and its vehicles against liability. DPI is also a self-insured governmental entity.