Library Specific MOU/MOA Templates

**Memorandum of Understanding (MOU)**

**Between [Library Name] and [Local Government Entity]**

This Memorandum of Understanding (MOU) is entered into on [date], by and between [Library Name] (hereinafter referred to as “\_\_\_”) and [Local Government Entity] (hereinafter referred to as “\_\_\_”), collectively referred to as the "Parties."

1. **Purpose**

This Memorandum of Understanding (MOU) establishes a cooperative and mutually beneficial relationship between the [Library Name] and the [Local Government Entity] to support disaster preparedness, response, and recovery efforts. The Library may serve as one or more of the following:

 Resource Center

 Volunteer Reception Center (VRC)

 Family Assistance Center (FAC)

 Other

1. **Background**

[Library Name] provides essential services such as safe spaces, internet access, meeting rooms, and educational programs. These resources make the library a vital partner in disaster scenarios to support the local community. This MOU formalizes this relationship to enhance collaboration during emergencies.

1. **Authority**

References to the statutes, regulations, or policies that give legal authority to the parties to enter into this agreement.

1. **Roles and Responsibilities**

**4.1 [Library Name]:**

* Provide designated space for emergency operations and community support.
* Ensure public access to computers and internet services for disaster relief applications.
* Facilitate disaster preparedness workshops and community education programs.
* Maintain accessibility to Library resources for emergency responders, affected residents, and the community.

**4.2 [Local Government Entity]:**

* Include the library in emergency planning and disaster drills.
* Provide training and materials to library staff on disaster response and recovery protocols.
* Ensure timely communication and support for library operations during disasters, including resource allocation.
* Provide necessary logistical and material support as needed.
1. **Activation Protocol**

[Describe the process for activation of services, resources, or responsibilities under the agreement.]

1. **Funding and Resource Allocation (If applicable)**

Clarifies whether the agreement involves funding, cost-sharing, or in-kind contributions.

1. **Information Sharing and Confidentiality (If applicable)**

Specifies how data or sensitive information will be handled, including compliance with privacy laws (e.g., HIPAA, FERPA).

1. **Term and Termination**

This MOU will remain in effect from [Start Date] until [End Date] unless modified or terminated earlier by mutual agreement. Either party may terminate this MOU with [30/60/90] days’ written notice.

1. **Amendments**

Any amendments must be made in writing and signed by authorized representatives of both parties.

1. **Miscellaneous**
* This MOU does not create any legal obligations or enforceable rights between the parties.
* This MOU does not create any financial obligations for either Party beyond the provision of the computer, training, and technical support.
* Each organization will designate a Point of Contact (POC) responsible for the implementation and oversight of this MOU.
	+ For [Organization/Agency 1]: [Name, Title, Email, Phone]
	+ For [Organization/Agency 2]: [Name, Title, Email, Phone]
* This MOU shall be governed by and construed in accordance with the laws of the State of Kansas.

**Signatures:**

**[Library Name]**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Local Government Entity]**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Memorandum of Agreement (MOA)**

**Between [Library Name] and [Local Government Entity]**

This Memorandum of Agreement (MOA) is entered into on [date], by and between [Library Name] (hereinafter referred to as “\_\_\_”) and [Local Government Entity] (hereinafter referred to as “\_\_\_”), collectively referred to as the "Parties."

1. **Purpose**

This Memorandum of Agreement (MOA) is made between the [Library Name] and the [Local Government Entity] to outline the terms, conditions, and responsibilities for the specific project or initiative as follows:

 Resource Center

 Volunteer Reception Center (VRC)

 Family Assistance Center (FAC)

 Other

1. **Background**

The Library provides essential community services, including internet access, meeting spaces, and educational programming. These resources make it a valuable asset in disaster scenarios, enhancing public safety and recovery efforts. This MOA formalizes the collaborative use of Library facilities during emergencies, ensuring a structured approach to resource utilization.

1. **Authority**

This MOA is executed under [cite relevant state/local statutes or policies], ensuring compliance with emergency management requirements.

1. **Scope of Work**

**4.1 Responsibilities [Library Name]:**

* Provide designated space for emergency operations and community support.
* Ensure public access to computers and internet services for disaster relief applications.
* Facilitate disaster preparedness workshops and community education programs.
* Maintain accessibility to Library resources for emergency responders, affected residents, and the community.
* Coordinate with local agencies to ensure smooth operations and resource management.

**4.2 Responsibilities [Local Government Entity]:**

* Provide emergency preparedness training and guidance to Library staff.
* Include the Library in emergency response planning, preparedness exercises, and drills.
* Ensure timely communication, coordination, and support during disaster activation.
* Provide necessary logistical and material support, such as emergency supplies and staffing assistance.
* Assist in securing funding or grants for preparedness and emergency resource improvements
1. **Funding and Resource Allocation**

[Specify financial arrangements, if any, e.g., "Costs will be shared equally between both parties. Each organization will invoice the other on a quarterly basis."]

1. **Information Sharing and Confidentiality**

Describes how data and sensitive information will be handled, including compliance with privacy laws (e.g., HIPAA, FERPA).

1. **Liability and Indemnification**

Outlines how liability and indemnification will be managed in case of damages or legal claims.

1. **Term and Termination**

This MOA will remain in effect from [Start Date] until [End Date] unless modified or terminated earlier by mutual agreement. Either party may terminate this MOA with [30/60/90] days’ written notice.

1. **Amendments**

Any amendments must be made in writing and signed by authorized representatives of both parties.

1. **Dispute Resolution**

In the event of a dispute arising under this MOA, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the dispute remains unresolved, the parties shall proceed to mediation with a mutually agreed-upon mediator. Should mediation fail, the dispute may be resolved through arbitration or legal proceedings as necessary, in accordance with the laws governing this agreement.

1. **Miscellaneous**
* This MOA creates binding obligations between the parties.
* No financial obligations are implied beyond those explicitly stated.
* Each organization will designate a Point of Contact (POC) responsible for oversight of this MOA.
	+ For [Organization/Agency 1]: [Name, Title, Email, Phone]
	+ For [Organization/Agency 2]: [Name, Title, Email, Phone]
* This MOA shall be governed by and construed in accordance with the laws of the State of Kansas.

**Signatures:**

**[Library Name]**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Local Government Entity]**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_