



## USL MEMORANDUM OF AGREEMENT

This Agreement is entered into by the Department of Community and Culture, Utah State Library Division, herein referred to as "USL", and Tooele County, herein referred to as "COUNTY".

Tooele County Clerk  
47 S Main  
Tooele UT 84074-2194

Contact Person: Marilyn Gillette  
Phone Number: 435-843-3140  
Email \_\_\_\_\_

Vendor ID # 69883G

**PURPOSE OF AGREEMENT:** To provide **Mobile Library Service in Tooele County, UT, State Mobile Library Subsidy, and State Administrative Support.**

THEREFORE, the parties agree as follows:

1. The effective dates of Agreement shall be from July 1, 2011 through June 30, 2012, unless terminated sooner in accordance with the terms and conditions herein. This Agreement may be subject to renewal with the consent of both parties.
2. The amount payable to USL by COUNTY for the performance of activities outlined in this Agreement shall not exceed \$128,649.00.
3. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
4. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Cheryl Mansen, [cmansen@utah.gov](mailto:cmansen@utah.gov), 801-715-6747

COUNTY Contact: Marilyn Gillette, 435-843-3140

### SCOPE OF WORK:

1. **SCOPE OF WORK:** This Agreement is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Annotated, 1953, as amended, Section 9-7-201(3), Section 9-7-205(1)(f) and 9-7-205(2).
  - a. USL provides administrative and organizational support services and resources needed for the COUNTY'S core mobile library service.
  - b. The net costs of providing mobile library service at the level established by the COUNTY for the coming fiscal year are \$128,649.00.
  - c. USL will invoice the COUNTY for the total dollar amount indicated in paragraph 2 above in two equal installments in July and in January. Payment will be made to the State within 90 days following receipt of each invoice.
  - d. The State Mobile Library Subsidy for FY2012 is approximately 1.1% of the total cost associated with Mobile Library Service. The purpose of the State Mobile Library Subsidy is to help the COUNTY cover the costs of its library service and is based on population and need.
  - e. Please note that salaries and benefits are subject to change on July 1 of each calendar year. Any increase may be added to the July invoice.

- 2. LOCAL GOVERNMENT SUPPORT: Maintenance of Local Financial Effort: If local governments reduce mobile library budgets by ten percent (10%) over two consecutive years, their State Mobile Library Subsidy may be cut.
  
- 3. GOVERNMENTAL IMMUNITY ACT: Inasmuch as both Parties hereto are governmental entities, consistent with the terms of the Governmental Immunity Act, Title 63, Chapter 30, Utah Code Annotated, 1953, as amended, it is agreed that each party shall be responsible and liable for wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

**ATTACHMENTS:**

In witness thereof, the parties sign and cause this Agreement to be executed.

UTAH STATE LIBRARY DIVISION

Donna Jones Morris  
Donna Jones Morris, Director

8/2/11  
Date

TOOELE COUNTY

Colleen Johnson  
Name  
Commissioner  
Title

7/19/11  
Date

**ATTEST:**

Marilyn K. Gillette  
MARILYN K. GILLETTE  
TOOELE COUNTY CLERK

