



TOOELE COUNTY CORPORATION
CONTRACT # 12-11-08

USL MEMORANDUM OF AGREEMENT

This Agreement is entered into by the Department of Heritage and Arts, 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

OR

Contact Person: Marilyn Gillette
Phone Number: 435-843-3140
Email: mgillette@tooele.ut.us

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. **This Agreement must be returned to USL with all required COUNTY initials and/or signatures by 11/15/2012.** Any exceptions must be arranged in writing via email to Julie Anderson, Contracts/Grants Analyst for USL at juanderson@utah.gov.
2. The effective dates of Agreement shall be from July 1, 2012 through December 31, 2012.
3. The amount payable to USL by COUNTY for the performance of activities outlined in this Agreement shall not exceed \$63,575.70 for services July 1, 2012 through December 5, 2012.
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, 801-715-6747

COUNTY Contact: Marilyn Gillette, mgillette@tooele.ut.us, 435-843-3140

SCOPE OF WORK:

1. This Agreement is entered into to provide for the dissolution of the partnership between Tooele County, UT and the Utah State Library for the provision of Mobile Library Services (Bookmobile) including the Headquarters located in Grantsville City, UT.
 - a. USL will remove all State owned furnishings, materials, technologies and vehicle from Tooele County and the Headquarters in Grantsville City, UT.
 - b. USL will work with Grantsville City, UT to ensure smooth transition from the Headquarters location.
 - c. USL will invoice the COUNTY for the total dollar amount indicated in paragraph 3 above to be paid no later than December 31, 2012 for the service provided and closing costs.
2. 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: N/A

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

UTAH STATE LIBRARY DIVISION

Donna Jones Morris
Donna Jones Morris, Director

12/4/12
Date

TOOELE COUNTY

Colleen Johnson
Name
Commissioner
Title

19 Nov 2012
Date