

MEMORANDUM OF UNDERSTANDING
CONCERNING LIBRARY SERVICES
AT THE HIGH PLAINS LIBRARY AT LOCHBUIE PUBLIC COMPUTER CENTER

This Memorandum of Understanding (“MOU”) Concerning Library Services at the High Plains Library at the Lochbuie Public Computer center located at the Lochbuie After Glows Senior Center is entered into by an between the High Plains Library District, a library district formed under the provisions of the Colorado Library Law, C.R.S. §24-90-101 *et seq* (the “District”), the Hudson Public Library, a Member Library of the High Plains Library District (the “Library”) and Lochbuie After Glows, Inc.

RECITALS

WHEREAS, the Board of Trustees of the District is vested with the authority of administering the affairs of the District; and

WHEREAS, the District desires to support an equal level of access to library services for all District residents; and

WHEREAS, Lochbuie is included within the District; and

WHEREAS, Lochbuie and the District desire to offer certain library services at the Public Computer Center (the PCC) located at After Glows Senior Center within the Town of Lochbuie;

WHEREAS, After Glows, Inc and the District are authorized to enter into interagency agreements and wish to set forth their agreements concerning services at the PCC;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District, the Library and the After Glows, Inc. agree as follows.

AGREEMENT

1. **Recitals.** The foregoing Recitals are incorporated herein by reference.
2. **Purpose.** The purpose of this MOU is to set forth the rights, obligations and responsibilities of the District, the Library and the Lochbuie After Glows, Inc. concerning library services at the PCC.
3. **Term.** Unless otherwise terminated as hereinafter provided, this MOU shall be effective beginning January 1, 2015 until December 31, 2015, and it is renewable annually, upon review of all parties, in order to assure that services are continuing to meet public needs.

- 4. Obligation of the District.** The District shall have the following obligations:
 - a.** to assume costs and expenses to provide computers, Internet connectivity, peripherals, furniture and support equipment for use at the PCC by persons receiving library services to include:
 - 4 pcs
 - 1 printer
 - 1 pc reservation machine and software
 - filtering software
 - furniture to support above
 - dedicated broadband connection
 - b.** to provide Information Technology staff to troubleshoot computer and network operations.
 - c.** to provide property insurance for District-owned equipment and furniture.

- 5. Obligations of the Library.** The Library shall have the following obligations:
 - a.** to provide one or more staff to assist with access to District materials and to monitor the use of the District equipment;
 - b.** to assist with issuing library cards, troubleshooting equipment, and offering other library services.

- 6. Obligations of Lochbuie After Glows, Inc.** shall have the following obligations:
 - a.** to assume responsibility for costs or expenses related to preparing and providing space for library services, including planning and implementation to create and maintain a comfortable and safe facility for the public to use;
 - b.** to prepare and provide space at the PCC for the library equipment and services, including providing custodial services and facilities maintenance;
 - c.** To provide access to PCC for people of all ages at least 20 hours per week;
 - d.** To provide security inside and around the building;
 - e.** To pay for utilities and to provide property insurance for the building;
 - f.** To assist with promoting library services through Lochbuie Afterglows Senior Center communication channels.

- 7. Computer Use.** All users of library services at the PCC shall be required to hold a District library card and to comply with all District rules for computer use. Access on District equipment shall be through a filtered network.

- 8. Relationship of the Parties.** Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other in any respect. The District shall be the employer of all persons providing services under paragraph 4 of this MOU, the Library shall be the employer of all persons providing services under paragraph 5, and the Lochbuie After Glows, Inc. shall be the employer of all persons providing services under paragraph 6 of this MOU. Each party shall, for its employees, have the sole responsibility for paying salary, including benefits, and shall maintain such general liability, workers' compensation and unemployment insurance coverage as are required by the State of Colorado.
- 9. Property.** All equipment and other property provided by the District shall remain the property of the District. The District shall provide insurance on such property, and the Lochbuie After Glows, Inc. shall provide property and liability insurance for the PCC. Each party shall provide to the other an annual Certificate of Insurance, naming the other party as an additional insured.
- 10. Needs Assessment.** At least annually, the parties will assess the management of and the continuing need for the services provided under this MOU.
- 11. Termination.** Either party may terminate this MOU by providing thirty (30) days written notice to the other party.
- 12. Miscellaneous Provisions.**
- a. Notice** Any notice required or permitted by this MOU shall be in writing and either delivered or served upon the other party or mailed to the other party, postage prepaid, certified receipt requested, to the respective addresses as set forth below. Any such notice so deposited in the mail shall be deemed received within tow 92) days after deposit. Either party may change her/its address by giving notice of the change in accordance with this paragraph.

If to Lochbuie After Glow, Inc.:

Lochbuie After Glows, Inc.
Attn: Bill Webb, President
501 Willow Dr.
Lochbuie, CO 80603

If to the District:

High Plains Library District
Attn: Janine Reid, Executive Director
2650 W. 29th St.
Greeley, CO 80631

If to the Library:

Hudson Public Library
Attn: Terri Redden, Director
555 Main St.

- b. **Assignment.** Neither party shall have the right to assign this MOU without the prior written consent of the other party.
- c. **Entire Agreement; Amendment; Binding Effect.** This MOU contains the entire understanding of the parties. It may not be changed without an agreement in writing signed by both parties. This MOU is binding upon and inures to the benefit of the parties, their successors, assigns and representatives.
- d. **Severability.** If any provision of this MOU is found by a court of competent jurisdiction to be illegal or unenforceable for any reason, such clause or provision shall be modified to the extent necessary to make this MOU legal and enforceable. If it cannot be so modified, such clause or provision shall be severed from the remainder of the MOU to allow the remainder of the MOU to remain in full force and effect.
- e. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or conditions shall not be deemed a waiver there of, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver of such right or power at any other time.
- f. **Appropriations.** No provision of this MOU shall be construed or interpreted: i) to directly or indirectly obligate either party to make any payment in any year in excess of amounts appropriated for such year: ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; iii) as a donation or grant by either party to, or in aid of, any person, company or corporation within the meaning or Article XI, Section 2 of the Colorado Constitution.
- g. **Compliance with Applicable Laws.** At all times during the term of this MOU, the parties shall strictly adhere to and comply with all applicable federal and state laws, orders and regulations as they currently exist or may hereafter be amended, including but not limited to all applicable laws and regulations respecting discrimination.
- h. **Governmental Immunity; Limitation of Liability.** Each Party to this MOU shall be responsible for its own negligence and that of its directors, officers, employees, agents and representatives. Notwithstanding any other provision of this MOU to the contrary, no term or condition hereof shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity CT, C.R.S § 24-10-101 *et seq.*, as now existing or hereafter amended. The provisions of this MOU shall be controlled, limited and other wise modified to limit the liability of the parties hereto to the above cited law.
- i. **Legal Authority.** Each party hereto warrants that it has the legal authority to enter into this MOU and that it has taken all actions required by its procedures, by-laws and/or applicable law to exercise that authority and to lawfully authorize its undersigned signatory to execute this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the date set forth below.

HIGH PLAINS LIBRARY DISTRICT

By: _____ Date:
Lucile Arnusch, Chairman, Board of Trustees

Lochbuie After Glows, Inc.

By: _____ Date:
Bill Webb, President, Lochbuie Afterglows

Attest: _____ Date:
Nancy Kauffroath, Secretary, Lochbuie After Glows, Inc.

Library

By: _____ Date:
Ellen Korthuis, President, Library Board