

## **Memorandum of Understanding**

This Memorandum of Understanding (the "Memorandum") is made on \_\_\_\_\_, by and between Southeastern Utah Association of Local Governments, of 375 S Carbon Ave, Price, Utah (hereinafter referred to as "SEUALG") and Monticello Library Co-working space, San Juan County, Utah (hereinafter referred to as "San Juan Co-working space") for the purpose of achieving the various aims and objectives relating to the San Juan Co-working space (the "Project").

WHEREAS SEUALG and San Juan Co-working space desire to enter into an agreement in which SEUALG and San Juan Co-working space will work together to complete the project;

And WHEREAS SEUALG and San Juan Co-working space are desirous to enter into a Memorandum of Understanding, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

### **Purpose**

The purpose of this Memorandum is to provide the framework for expenditure regarding funds provided by American Express.

### **Obligations of the Partners**

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

### **Cooperation**

The activities and services for the project shall include, but not limited to:

- a. Services to be rendered by SEUALG include:
  1. Allocating financial support provided by American Express in the amount of \$5,000
  2. Submit all reporting on outcomes from the partnership to American Express
  
- b. Services to be rendered by San Juan Co-working space:
  1. Handling purchase of all equipment for the space
  2. Reporting number of clients to SEUALG to be included in annual reporting to American Express

### **Resources**

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. SEUALG agrees to provide the following financial, material and labor resources in respect of the Project:
  1. \$5,000

- b. San Juan Co-working space hereby agrees to provide the following financial, material and labor resources in respect of the Project:
  1. Follow procurement policy on all purchases made with American Express grant funding for equipment purchased

### **Communication Strategy**

Marketing of the vision and any media or public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. All marketing posters, flyers, PSA's will acknowledge American Express as a donor. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

### **Liability**

No liability will arise or be assumed between the Partners as a result of this Memorandum.

### **Dispute Resolution**

In the event of a dispute between Partners in the negotiation of the final binding contract relating to this project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration and information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood neither party is obligated to enter into any contract to complete the Project.

### **Term**

The Arrangements made by the Partners by this Memorandum shall remain in place from \_\_\_\_\_ until \_\_\_\_\_. The term can be extended only by agreement of all the partners.

### **Notice**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

### **Governing Law**

This Memorandum shall be construed in accordance with the laws of the State of Utah.

### **Assignment**

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**Amendment**

This Memorandum may be amended or supplemented in writing, if the writing is signed by the obligated under this Memorandum.

**Severability**

If any provision of this memorandum is found invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and

enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**Prior Memorandum Superseded**

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

**Understanding**

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this Memorandum shall obligate any Partner to the transfer of funds, Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following partners support the goals and objectives of the San Juan Co-working space:

**Signatories**

This Agreement shall be signed on behalf of the Southeastern Utah Association of Local Governments by Geri Gamber, Executive Director, and on behalf of San Juan Co-working space by

Willie Grayeyes, Commission Chairman. This Agreement shall be effective as of the date written above.

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Southeastern Utah Association of Local Governments  
by Geri Gamber, Executive Director

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San Juan Co-working space  
Willie Grayeyes, Commission Chairman