

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NorthNet Library System AND  
COUNTY OF EL DORADO**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into between County of El Dorado (“COUNTY”), a political subdivision of the State of California and NorthNet Library System (“NLS”), a joint powers agency.

WHEREAS, Mountain Valley Library System (MVLS), North Bay Cooperative Library System (NBCLS), and North State Cooperative Library System (NSCLS) are parties of NLS.

WHEREAS, COUNTY operates the El Dorado County Library (“LIBRARY”), a public library that is a member of MVLS.

WHEREAS, NLS has entered into an agreement with Innovative Interfaces Incorporated (“Innovative Interfaces Inc.”) for the INN-Reach Link+ resource sharing system on behalf of NLS member libraries.

WHEREAS, it would be beneficial for LIBRARY to participate in and implement the INN-Reach Link+ resource sharing system services as outlined in the Software Subscription License Agreement, Master Professional Services Agreement, and Statement of Work dated February 1, 2019, between NLS and Innovative Interfaces Inc. (collectively referred to as “Link+ Agreements”), attached hereto as Exhibit A and incorporated herein by reference.

WHEREFORE, NLS and the COUNTY agree as follows:

1. COUNTY hereby agrees to reimburse NLS for LIBRARY’s share of its costs under the Link+ Agreements.
2. NLS agrees to invoice LIBRARY for specified LIBRARY’s services provided, based on the agreed fees, within thirty (30) days following receipt of invoice from Innovative Interfaces Inc. The invoice shall include information reasonably required by COUNTY to support the amount owed, including but not limited to, a calculation of COUNTY’S proportional share of the Innovative Interfaces, Inc. service costs and other fees and charges properly attributed to COUNTY.
3. In the event that Library’s budget funding for participation in the Link+ resource sharing system program that is the subject of this MOU is eliminated, COUNTY may terminate this MOU upon written notice to NLS, no later than ninety (90) days preceding the date of the next annual anniversary of the effective date of the Link+ Agreements. The COUNTY further agrees to provide written evidence to NLS of the elimination of LIBRARY’S budget funding, such evidence to be in the form and substance reasonably requested by Innovative Interfaces Inc. COUNTY agrees to pay invoices billed for services provided by NLS up to and including the last day of termination.
4. The parties agree that this memorandum may only be amended in writing signed by both parties.
5. COUNTY Contract Administrator. The COUNTY officer or employee with responsibility for administering this MOU is Jeanne Amos, Library Director or successor.

6. Notices. Any notice required or permitted to be given in writing under this MOU shall be mailed or sent by facsimile or email to the party for whom it is intended, at the address set forth below. A party may change the address by providing written notice to the other party. Said notice shall become part of this MOU upon acknowledgment in writing by COUNTY contract administrator, and no further amendment of the MOU shall be necessary.

NLS: 2471 Flores Street, San Mateo, CA 94403

COUNTY: 345 Fair Lane, Placerville, CA 95667

7. Counterparts. This MOU may be executed in counterparts, which shall together constitute one and the same agreement. Electronic, facsimile or copies of signature pages shall have the same force and effect as originals.

The parties have executed this MOU on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**El Dorado County**

By: \_\_\_\_\_ Date: \_\_\_\_\_

NAME \_\_\_\_\_ Title \_\_\_\_\_

**NorthNet Library System**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Carol Frost, Pacific Library Partnership CEO, NorthNet Administrator