

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COMMISSIONERS OF ST. MARY'S COUNTY  
AND  
THE ST. MARY'S COUNTY BOARD OF LIBRARY TRUSTEES**

This Memorandum of Understanding, is made on \_\_\_\_\_, 2018, by and between the Commissioners of St. Mary's County, a body corporate and politic (hereinafter the "County"), and the St. Mary's County Board of Library Trustees (hereinafter the "Trustees").

**WHEREAS**, § 23-401 of the Education Article of the Annotated Code of Maryland allows the Commissioners of St. Mary's County to establish and support a county public library system and that the system shall be governed by a board of trustees; and

**WHEREAS**, § 23-403 of the Education Article of the Annotated Code of Maryland states that the library board of trustees consists of seven (7) members appointed by the county governing body from nominees submitted by the board of library trustees; and

**WHEREAS**, the County and Trustees desire to memorialize the procedure for appointing members to the St. Mary's County Library Board of Trustees; and

**WHEREAS**, the Commissioners agree that it is in the best interest of the health and welfare of the residents of St. Mary's County;

**THE PARTIES** desire to memorialize the understandings between the Parties as follows:

1. The County will recruit and advertise for trustee vacancies according to the County's established procedures for its boards and commissions.
2. The County will process all Trustee applications and forward all responding applicants for the Library Trustees' review and determination.
3. The Trustees may promote the County's advertisement for prospective trustees on their website and by posting notice in library locations.
4. The Trustees will submit one (1) recommendation and two (2) alternatives for each vacancy, chosen from the responding applicants, provided, however, that a sufficient number of qualified applicants have applied. Requests for reappointments to the Board will be submitted by the Trustees, along with the basis for the recommendation to reappointment. Along with this recommendation, the Trustees will submit the names of two alternates who have previously been interviewed and found by the Trustees to be qualified to serve.

5. By entering into this Memorandum, the County and its “employees”, as defined in the Local Government Tort Claims Act, §§5-301 *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this Memorandum modifies or waives any provision of the Local Government Tort Claims Act.

6. It is specifically agreed between the parties executing this Memorandum that it is not intended by any of the provisions of this Memorandum to create in the public, or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Memorandum.

7. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Memorandum and any extension or renewals thereof, provided such official, employee, servant, agent or law enforcement officer is acting within the course and scope of employment or governmental duties and responsibilities.

8. The County’s financial obligations, if any, under this Memorandum are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Memorandum. The County’s decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Memorandum, and shall be final.

9. In the event any portion of this Memorandum is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the Memorandum shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Memorandum, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the parties in entering into this Memorandum.

10. This instrument contains the entire understanding between the parties, and may not be altered or amended except by a subsequent writing signed by both parties; and it shall in all respects be governed by and construed under the laws of the State of Maryland without regard to choice of law provisions.

WITNESS the hands and seals of the parties.

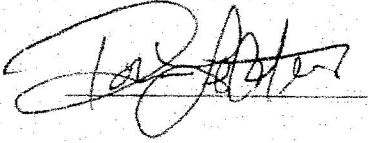
Witness:

COMMISSIONERS OF ST. MARY’S COUNTY

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

James R. Guy, Commissioner President

Witness:



ST. MARY'S COUNTY LIBRARY BOARD OF TRUSTEES

By:   
Carolyn Guy, Chairperson

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

David A. Weiskopf, Acting County Attorney