

MEMORANDUM OF UNDERSTANDING

Between the Baldwin County Commission and Participating Municipal Public Libraries

This Memorandum of Understanding (“MOU”) is entered into by and between the Baldwin County Commission (“Commission”) and the participating municipal public library (“Library”) within Baldwin County, Alabama, collectively referred to as the “Parties.”

I. PURPOSE

The purpose of this MOU is to establish a cooperative framework for the operation of a countywide library courier system that facilitates the sharing and delivery of library materials among participating libraries, thereby expanding access to library resources for residents of Baldwin County, including those in unincorporated areas.

II. COURIER SYSTEM OPERATIONS

1. The Commission shall establish, operate, and manage a countywide library courier system for the transport of library materials among participating libraries utilizing the shared library system.
2. Participation in the courier system is voluntary and limited to libraries that agree to the terms of this MOU.

III. ROLES AND RESPONSIBILITIES

A. Baldwin County Commission

The Commission shall:

- Operate and coordinate courier services, including routing and scheduling;
- Establish reasonable operational procedures in coordination with the libraries; and
- Facilitate communication regarding service expectations and system performance.

B. Participating Libraries

The Library shall:

- Prepare and package materials for courier transport in accordance with established procedures and this MOU; and
- Administer circulation of all courier-delivered materials in compliance with established procedures and this MOU.

IV. CIRCULATION AND ACCESS RULES

1. Access Requirements for External Collection Materials

Any library materials requested and received by a library through the courier system, and

that are outside of the receiving library's owned or permanent collection, may only be checked out by (a) an adult using an adult access library card or (b) a minor acting with express permission from a parent or guardian.

2. **Local Policy Compliance**

All courier-delivered materials shall be circulated in accordance with the receiving library's established rules, procedures, and circulation standards, provided such rules are consistent with the access requirements set forth above.

3. **Policy Enforcement**

Each participating library is responsible for enforcing the above access requirements at the point of circulation.

V. LOCAL AUTONOMY AND COMMUNITY NEEDS

Nothing in this MOU shall be construed to limit or override the authority of individual libraries to establish and enforce their own internal policies, service models, or programming priorities, except as expressly provided herein.

VI. TERM AND TERMINATION

1. This MOU shall become effective upon execution by the Parties and shall remain in effect until terminated.
2. Any breach of the terms of this MOU may result in immediate termination.
3. Any Party may withdraw from participation upon written notice to the other Parties, subject to reasonable transition provisions to avoid service disruption.

The _____ (name of library)
agrees with the terms that have been set forth in this document and all related appendices
and will participate as an active participant in the Baldwin County Public Library System
as described herein.

Library Board Chairman

Date

By: _____
JAMES E. BALL **Date**
As Its: Chairman

ATTEST:

By: _____
ROGER H. RENDLEMAN **Date**
As Its: County Administrator