



## **Memorandum of Understanding**

### **Partnership Purpose and Scope**

This Memorandum of Understanding (MOU) is between Fulton County, Georgia, a political subdivision of the state of Georgia on behalf of the Fulton County Library System (“FCLS”), and the City of Roswell, Georgia, a municipality of the state of Georgia (“City”) through its duly authorized Grants Division. Parties agree that this MOU shall be effective on the date of the last signature of the signed MOU. The purpose of the MOU is to establish a Partnership around the purchase and implementation of Candid Community programming, formerly known as the Foundation Information Network (“FIN”) programming, from Candid.

Partnership responsibilities include but are not restricted to the following:

### **City Responsibilities under the MOU:**

- 1.** Reimburse FCLS in an amount not to exceed \$2,995, for the purchase of the Candid Community basic program package from Candid for use by the local Roswell community for a period of one year, including individuals seeking scholarships or fellowships and fundraising professionals or nonprofits seeking grants;
- 2.** Work together with staff from the Roswell branches of the FCLS to make the program available, preliminarily at the Arthur William Smith Library at Roswell, but with the option to move the program to the East Roswell branch subject to usage and continued funding from the City and/or additional partners;
- 3.** Help organize and attend complimentary staff trainings as provided by Candid in order to become familiar with Candid Community tools and/or recent updates;
- 4.** Connect with dedicated Candid staff to help reach the local nonprofit community, building capacity and amplifying awareness of this tool for use by the community in the FCLS branch(es);
- 5.** Collaborate with staff from the Roswell branches of the FCLS to deliver trainings to the local community on use of Candid Community tools at least twice within the year at the local branches;
- 6.** Seek and maintain results as to amount of Candid Community usage by library patrons, preferably monthly, but at least quarterly, and in keeping with records retention guidelines; and
- 7.** Respond timely to any concerns around challenges with the program, including as addressed with FCLS IT and/or Candid support.

**FCLS Responsibilities under the MOU:**

1. Enlist the help of FCLS Information Technology (IT) Department to install and maintain Candid Community basic program package so it is preliminarily available from computer bank at the Arthur William Smith Library at Roswell, with the potential to move the program to the East Roswell branch subject to usage and continued funding from the City and/or additional partners;
2. Work together with staff from the City of Roswell Grants Division to make the program available to the community for a period of one year, including individuals seeking scholarships or fellowships, fundraising professionals or nonprofits seeking grants;
3. Attend complimentary staff trainings as organized and/or provided by the City and Candid in order to become familiar with Candid Community tools and/or recent updates;
4. Collaborate with staff from the City of Roswell Grants Division to deliver trainings to the local community on use of Candid Community tools at least twice within the year at the local branches;
5. Prepare and submit results as to amount of Candid Community usage by library patrons, preferably monthly, but at least quarterly;
6. Notify City Grants Division as to any challenges around use of the program in an effort to address the challenges timely, including with FCLS IT and/or Candid support.
7. Reimburse the City of Roswell for a portion of the annual license fee for the Candid Community basic program package if FCLS purchases the program for all FCLS locations and in an amount determined by the months remaining in the one-year Candid Community license at the time of the system-wide purchase by FCLS.

**Liability**

There is no guarantee either express or implied that information discussed or provided shall result in the successful use of Candid Community basic programming, and both parties agree to be responsible for their acts and omissions and the acts and omissions of their employees and agents.

**Termination**

If either party is not in compliance with any of the responsibilities listed in this document, the City of Roswell or FCLS may terminate this MOU within 30 days of the conclusion of Candid Community basic programming initial training, following an in-person or virtual meeting. Notwithstanding the foregoing, this MOU can be terminated in writing by either party with or without cause.

**Modification or Amendment**

No modification or amendment to this MOU can be made unless it is in writing and agreed on by both parties. Modifications also require new signatures from authorized parties on the modified MOU to continue the agreement.

**Effective Date and Signature**

This MOU has an effective date of last MOU signature, and will terminate at the conclusion of one year of Candid Community basic programming, unless both parties agree to terminate the MOU as outlined under 'Termination' in the contract.

In Witness Whereof, the parties hereto agree to the terms and conditions of this MOU.

**CITY OF ROSWELL, GA**

**FULTON COUNTY**

\_\_\_\_\_  
Randy Knighton, City Administrator

\_\_\_\_\_  
Robert L. Pitts, Chairman

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

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

**ATTEST:**

\_\_\_\_\_  
Tonya Grier, Clerk to the Commission

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Fulton County Library System

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the County Attorney