MEMORANDUM OF UNDERSTANDING
Between
DAGGETT COUNTY
And
FLAMING GORGE CHAMBER OF COMMERCE

This Memorandum of Understanding ("MOU") is made and entered into as of the _____ day of _____, _____, by and between Daggett County ("County") a political subdivision of the State of Utah and the Flaming Gorge Chamber of Commerce ("Chamber"), a Utah nonprofit corporation. The County and Chamber may sometimes hereinafter be referred to collectively as the "Parties."

This MOU shall remain in effect until superseded by a subsequent written agreement entered into by the Parties, or by mutual written revocation. At any time, this MOU may be renegotiated, amended, or modified by mutual agreement of the Parties.

RECITALS

WHEREAS the County currently owns eight (8) porta-potties and three accompanying trailers, and ;

WHEREAS the County obtained the porta-potties and trailers through a grant from the State of Utah, Rural County Grant Program, and ;

WHEREAS the Chamber is in need of port-potties for local business promotional and community events, and;

WHEREAS the Chamber is in a better position to use, manage, and maintain the porta-potties for County, business and community events, and;

WHEREAS the Parties desire to enter into this MOU to establish terms and conditions for the use and maintenance of the porta-potties and trailers which will mutually benefit the County and the Chamber, as well as to the citizens and visitors of Daggett County.

NOW, THEREFORE, the Parties hereby agree as follows:

GOALS

The Parties agree the following shall be the general goals guiding how they will work together to successfully use and maintain the porta-potties and trailers in Daggett County.

1. The County will transfer ownership of the porta-potties and trailers to the Chamber.

2. As a convenience to the Chamber the County will continue to store the porta-potties and trailers on County property.

3. The Chamber will be responsible for the management, use, maintenance, and upkeep of the porta-potties and trailers, including insuring the porta-potties and trailers, as well as the ongoing purchase of chemicals and supplies.

4. The Chamber agrees to use the porta-potties and trailers for community businesses, tourism related services, increase future visitation, and enhance the quality of Daggett County recreational experiences for visitors and residents alike.

5. The Chamber agrees to NOT allow individuals to use the porta-potties and trailers.

6. Upon verbal notice to the Chamber, the Chamber will allow the County to use the porta-potties and trailers for County events.

MISCELLANEOUS

THE PARTIES: The Parties jointly and individually represent that they have not:

1. Provided an illegal gift or pay off to an officer or employee or former officer or employee of either Party, or his or her relative or business entity;

2. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business;

3. Knowingly breached any ethical standards; or

4. Knowingly influenced, and hereby promises that it will not knowingly influence, an officer or employee or former officer or employee from either Party to breach any ethical standards.

GOVERNING LAW: This MOU is governed by the laws of the State of Utah.

NOT LEGALLY BINDING: The Parties recognize that this MOU is not a contract and is therefore not legally binding. By authorizing this MOU the Parties hereby agree to put forth all good faith efforts to act in conformity herewith. This MOU is intended to provide a framework under which the Parties may proceed in a manner that is mutually beneficial and provides a procedure under which the Parties may effectively reach their jointly stated goals.

TERMINATION OR AMENDMENT: This MOU may be amended at any time by mutual agreement of the Parties. The Parties agree that if either Party desires to terminate this MOU, they shall provide ninety (90) days written notice to the other party.

EFFECTIVE DATE: This agreement shall go into effect as of the date indicated next to the below signing party's signature.

IN WITNESS WHEREOF:

Daggett County

_____	_____
Dated	**Matt Tippets** Chairman

Flaming Gorge Chamber of Commerce

_____	_____
Dated	**Jessica Williams** President

Approved as to form by:

_____

Kent E. Snider
Daggett County Attorney