

**MEMORANDUM OF UNDERSTANDING**  
**AMONGST DUCHESNE COUNTY LIBRARY AND UINTAH COUNTY LIBRARY;**  
**CONCERNING THE ROLES AND RESPONSIBILITIES OF EACH LIBRARY FOR**  
**JOINT LIBRARY SERVICES AND CONTRACTING THE SERVICES OF BYWATER**  
**SOLUTIONS LLC.**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Duchesne County Library, whose headquarters address is 130 Center Street, Duchesne, UT 84021, and the Uintah County Library, whose address is 204 East 100 North, Vernal, UT 84078.

The above parties, each a separate political entity of the state of Utah, and their respective counties recognize the value of working together to procure services beneficial to meeting the objectives of their establishment in the most cost effective manner possible; and, recognizing that access to information is important to the citizens of Duchesne and Uintah Counties; and, acknowledging the responsibilities and benefits of such a joint library system, have agreed to enter into this agreement. This MOU is entered into pursuant to the provisions of the *Utah Interlocal Cooperation Act*, as outlined in Title 11, Chapter 13, Utah Code Annotated.

2. **Purpose.** The purpose of this MOU is to define a working relationship among the Duchesne County Library and the Uintah County Library to establish a joint shared catalog system and patron interface, materials exchange, and other services as deemed advantageous by all participating parties.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect for five years. At the end of the five years, the parties may agree to extend the agreement for another five years. *This MOU may be terminated, without cause, by any party upon sixty (60) days' written notice, which notice shall be delivered by hand or by certified mail. Schedules for migration/separation of shared data, return of shared resources, and settling of imbalanced collection losses or services shall be resolved as soon as reasonably possible, including the schedules determined by the affected third-party vendors each library is contracted and with whom they will be contracted.*
4. **Responsibilities of Both Signatory Parties.** The parties shall:
  - A. Accept responsibility in the administration of their respective library system. This agreement is in no way intended to relieve any party of their responsibilities and duties.
  - B. Work to develop methods and procedures to provide residents of the participating counties with access to their library catalog information.
  - C. Engage in the lending of circulating physical library materials to one another by using the most economical means possible within each library's budget constraints. Either library may temporarily or permanently exclude certain portions of its collection from materials exchange,

including non-circulating and new materials. Libraries may share digital collections and other services if the third-party vendor's contract includes both libraries under mutually agreed-upon terms. Otherwise, the contracting library restricts such collections and services to its patrons.

- D. Allow patrons with accounts in good standing to borrow and return physical items at any participating library and waive non-resident fees for these patrons.
- E. Agree to share information that may be of interest to the other member, including but not limited to statistical information used to guide collection development. Libraries shall store and use patron-identifying information they share in accordance with laws and policies that protect patron privacy.
- F. Develop methods and procedures to provide for support, training, and shared best practices among members; to be administered by each respective party to its members.
- G. Keep the fees it collects for damaged or lost items, even for items belonging to another library. Each library will assess the difference between the fines it collected for lost materials and the cost of materials it lost to another library annually in February. The libraries will then compensate each other as needed to balance collections against losses for that year.
- H. Hold joint meetings of the Library Directors from all parties at least quarterly to review collective issues, ideas, and/or policy concerns.
- I. Be responsible for paying 50% of the costs associated with the support and hosting provided by ByWater Solutions for the Koha Library Catalog and the Aspen Discovery patron interface. These costs shall be directly invoiced to each County by ByWater Solutions, in accordance with the agreement entered into by each County with ByWater Solutions.
- J. Promote the library consortium and its goal to assure continued free and equal access to information resources.
- K. Openly coordinate bibliographic control for the shared catalog among the administration and cataloguing staff of each library.

## 5. General Provisions.

- A. **Amendments.** Any party may request changes to this MOU. All parties must sign a written amendment to incorporate any mutually agreed changes.
- B. **Applicable Law.** The laws of the State of Utah shall govern the construction, interpretation, and enforcement of this MOU. The courts of the State of Utah shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Eighth Judicial District, Utah.
- C. **Entirety of Agreement.** This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- D. **Prior Approval.** This MOU shall not be binding upon any party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless each respective County's executive officer approves this MOU.
- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The individual parties do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or arising from this MOU.
- G. **Third Party Beneficiary Rights** The parties do not intend to create third-party beneficiary status for any other individual or entity. The rights, duties, and obligations in this MOU operate only between the signatory parties and benefit only those parties. Only signatory parties may enforce this MOU, seek remedies for its performance or non-performance, or bring action for its breach.

6. **Signatures.** In witness whereof, the parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

DUCHESNE COUNTY

By \_\_\_\_\_  
Jeffrey Chugg  
County Commission Chairperson

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

UINTAH COUNTY

By John Laursen  
John Laursen  
County Commission Chairperson

Date: 2-17-2026