**MEMORANDUM OF UNDERSTANDING**
AMONGST UINTAH COUNTY LIBRARY AND DUCHESNE COUNTY LIBRARY CONCERNING THE ROLES AND RESPONSIBILITIES OF BOTH LIBRARIES FOR 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 Uintah County Library, whose address is 204 East 100 North, Vernal UT 84078 and Duchesne County Library System, whose address is 130 Center Street, Duchesne, UT 84021.

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 Uintah and Duchesne Counties; and, acknowledging the responsibilities and benefits of such a joint library system, have agreed to enter into this agreement. This Memorandum of Understanding is entered into pursuant to the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Utah Code Annotated.

2. **Purpose.** The purpose of this MOU is to define a working relationship between the Uintah County Library (hereinafter "Uintah") and the Duchesne County Library System (hereinafter "Duchesne") in establishing a joint shared catalogue system.
   Each Library party will work together to:
   A. Provide access to their library catalogue information for the residents of participating counties.
   B. Provide support and training for its members;
   C. Promote the library consortium and its goal to assure continued free and equal access to literary materials;
   D. Engage in the lending of circulating library materials to one another by using the most economical means possible.
   E. Share that statistical information with one another which may be useful for the development and refinement of each respective collection.

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 a two year period. *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.* At the end of the two year period, the parties may agree to an extension of the agreement for another two year time period.

4. **Responsibilities of Both Signatory Parties.**

A. Each signatory party understands and is willing to accept responsibility in administration of their library system. This agreement is in no way intended to relieve any party of their responsibilities and duties.

B. The parties will work together to develop methods and procedures to provide for interlibrary loan and reference services, and provide bibliographic access to their respective collections, open to circulation, through this interlibrary loan system.
C. Either library party may exclude certain portions of their collections from interlibrary loans, temporarily or permanently, including non-circulating materials and new materials.
D. Non-resident fees shall not be levied by either Uintah County Library or Duchesne County Library against library patrons from the other county.
E. The parties agree to share with one another information that may be of interest to the other member, including but not limited to statistical information used to guide collection development.
F. The parties will develop methods and procedures to provide for support and training among members; however, the training of staff shall be the responsibility of each respective party.
G. Late fees collected by each Library party shall stay within the Library wherein they were collected.
H. At least quarterly, the Library Directors from both parties shall hold joint meetings to review collective issues and/or policy concerns.
I. Uintah County Library and Duchesne County Library shall each be responsible for paying 50% of the costs associated with support and hosting the ByWater Solutions Koha Library Catalog. These costs shall be directly invoiced by ByWater Solutions to each County based upon the agreement entered into by each county with ByWater Solutions.
J. Uintah County Library shall maintain bibliographic control for the shared catalog.

5. **General Provisions.**

A. **Amendments.** Any party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
B. **Applicable Law** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Utah. 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 negations, 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 this MOU is approved by the Board of County Commissioners for each respective County.
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 members 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 occurring as a result of this MOU.

G. **Third Party Beneficiary Rights** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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.

The effective date of this MOU is the date of the signature last affixed to this Memorandum of Agreement.

DUCHESNE COUNTY

By _____ Date: _____
Gregory Todd,
County Commission Chairperson

By William C. Stringer Date: 12/28/18
William Stringer
Uintah County Commission Chairperson