

MEMORANDUM OF UNDERSTANDING

AMONGST DUCHESNE COUNTY LIBRARY, UINTAH COUNTY LIBRARY, AND WASATCH 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, the Uintah County Library, whose address is 204 East 100 North, Vernal UT 84078, and the Wasatch County Library, whose address is 465 E 1200 S, Heber City, UT 84032.

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, Uintah, and Wasatch 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 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 Duchesne County Library, the Uintah County Library, and the Wasatch County Library in establishing a joint shared catalogue system and patron interface, materials exchange, and other services as deemed jointly 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 a five 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 five year period, the parties may agree to an extension of the agreement for another five year period.
4. **Responsibilities of Both Signatory Parties.** The parties will:
 - A. Accept responsibility in 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 access to their library catalogue information for the residents of the participating counties.
 - C. Engage in the lending of circulating library materials to one another by using the most economical means possible within each library's budget constraints. Either library party may exclude certain portions of their

collections from materials exchange, temporarily or permanently, including non-circulating materials and new materials.

- D. Allow patrons who have an account in good standing at any of the participating libraries to borrow items at any of the other participating libraries. Non-resident fees shall not be levied on such patrons.
- E. 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. Develop methods and procedures to provide for support and training among members; to be administered by each respective party to its members.
- G. Keep damaged or lost item fees collected by each library party on another library's items within the library wherein they were collected. In February, each library will assess the difference in lost fines collected to the cost of the amount of materials lost from another library. The libraries will compensate each other as needed to reach an equitable ratio of collection to loss 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. Each be responsible for paying 33.33% of the costs associated with support and hosting the ByWater Solutions Koha Library Catalog and the Aspen Discovery patron interface. 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. 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 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 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 this MOU is approved by each respective County's executive officers.

- 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 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.

DUCHESNE COUNTY

By _____
Gregory Todd
County Commission Chairperson

Date: _____

UINTAH COUNTY

By _____
William Stringer
County Commission Chairperson

Date: _____

WASATCH COUNTY

By _____
Mike Davis
County Manager

Date: _____