

## **INTERLOCAL COOPERATION AGREEMENT**

### **FOR COOPERATIVE BORROWING**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is between CITY OF LOGAN, a body politic of the State of Utah, with its principal place of business located in Logan, Utah ("City"), and WEBER COUNTY, a body politic of the State of Utah, with its principal place of business located in Ogden, Utah ("County"). The Parties may be referred to collectively herein as the "Parties."

#### **Recitals**

WHEREAS, the Parties each maintain and operate a public library system; and

WHEREAS, the Parties each agree that a cooperative borrowing effort allowing the residents of each of their service areas to access the libraries of the other will expand and enrich the ability to access informational, educational, cultural, and recreational materials; and

WHEREAS, the Parties anticipate that the citizens served by their public libraries will benefit in approximately equal degrees by the institution of cooperative borrowing privileges; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 (1953), *et seq.*, as amended;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

1. **Term.** This Agreement shall be effective beginning on June 1, 2025 and shall remain in full force and effect through May 31, 2029, and shall automatically renew thereafter for consecutive five year terms, unless it is otherwise terminated by the mutual, written agreement of the Parties or should either Party determine that it is being unduly burdened or harmed by this Agreement, in which case either Party may terminate this Agreement by giving sixty (60) days written notice to the other as set forth below.

2. No Separate Entity. This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement. The Director of the Logan Library and the Director of the Weber County Library shall serve as joint administrators of this Agreement.

Limited Scope. This Agreement applies only to patron borrowing privileges. Either Party may extend further privileges to the residents of the other's jurisdiction if it chooses to do so. However, the extension of any such privileges does not fall within the scope of this Agreement.

3. Borrowing Privileges. Beginning with the commencement of this Agreement, the Parties will extend normal library borrowing privileges to the legal residents of the area in which the legal resident is taxed for support of the public library services. Each Party may establish such procedures as it deems necessary to ensure that the patrons to whom borrowing cards are issued under this Agreement are bona fide residents of the partner library's jurisdiction. Patrons issued a borrowing card under this Agreement will be subject to the rules, procedures, and practices of the loaning library for the circulation of library materials.

4. Enforcement. Each Party is responsible for the enforcement of its own library's borrowing rules, including all legal actions taken against patrons for delinquent accounts. Neither Party will intervene on behalf of a patron in its jurisdiction to circumvent the rules, procedures, or practices of the partner Library. In addition, neither Party will assist the partner Library in enforcing its rules, procedures, or practices against patrons issued a borrowing card under this Agreement.

5. Late Charges. Materials checked out from either Party's Library must be returned to the loaning Library. Each Party agrees that its Library will assess any applicable late charges for materials based on the date of return to the loaning Library. However, should a patron return material checked out from one Library to another Library, the receiving Library agrees to return such material to the loaning Library as expeditiously as possible.

6. Disclosure Obligations. The Parties agree to provide patrons who are issued cards under this Agreement with full information regarding the rules of the loaning Library, its procedures and practices,

and the conditions established for cooperative borrowing privileges. In particular, the Parties agree to inform patrons that materials must be returned to the loaning Library, that late charges will be assessed based on the date of return to the loaning Library, and that all rules of the loaning Library apply to the borrowing.

7. Monitoring. The Parties agree to monitor the use of the privileges established under this Agreement and to report the use to the other on an annual basis[BB1]. The purpose of the monitoring effort will be to provide a means by which the Parties can evaluate the effectiveness of this Agreement.

8. Approval. This Agreement shall not be effective until approved by Resolution of the governing body of each Party and filing of duplicate originals with the Clerk of each respective Party.

9. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, sent via electronic mail, or sent by postage pre-paid by registered, certified or express mail or by reputable overnight currier service and shall be deemed given when so delivered by hand or by email or, if mailed, three days after mailing as follows:

If to County:                   Weber County Commission Chair  
   2380 Washington Blvd, Suite  
   Ogden, UT 84401

With a copy to:               Library Director  
   Headquarters  
   Library 2039 W  
   4000 South  
   Roy, UT 84067

If to City:                       Logan City  
   Mayor 290 N 100  
   West  
   Logan, UT 84321

With a copy to:               Library Director  
   Logan Library  
   285 N Main  
   Logan, UT 84321

10. Entire Agreement. The Parties hereto agree that this document contains the entire agreement and understanding between the Parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either Party prior to the date hereof.

11. Assignment. The Parties agree that neither this Agreement, nor the privileges granted herein, may be assigned without the prior written consent of the Parties.

12. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Approval. As required by Utah Code Ann. § 11-13-202.5(3) (1953), as amended prior to and as a condition precedent to this Agreement entering into force, it shall be submitted to an authorized attorney for each Party who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

14. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement and that this Agreement represents a binding and enforceable obligation of such Party.

15. Indemnification. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials, or employees. Furthermore, each Party agrees to indemnify, defend, and hold the other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its officers, employees, and agents under the terms of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on dates indicated below.

LOGAN CITY

By:

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\_\_\_\_\_  
Mayor, Logan City

Dated: \_\_\_\_\_

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ATTEST:

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\_\_\_\_\_  
City Recorder, Logan City

Dated: \_\_\_\_\_

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LOGAN CITY LIBRARY BOARD

By:

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\_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

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Approved as to form and compatibility  
With the laws of the State of Utah:

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\_\_\_\_\_  
Logan City Attorney

Dated: \_\_\_\_\_

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WEBER COUNTY

By: \_\_\_\_\_  
\_\_\_\_\_  
Chair, Board of County Commissioners

Dated: \_\_\_\_\_

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ATTEST:

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Weber County Clerk

Dated: \_\_\_\_\_

WEBER COUNTY LIBRARY BOARD

By: \_\_\_\_\_

Chair

Dated: \_\_\_\_\_

Approved as to form and compatibility  
With the laws of the State of Utah:

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Office of the Weber County Attorney

Dated:

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