

RESOLUTION 16-05

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED INTERLOCAL AGREEMENT FOR LIBRARY SERVICES WITH WELLSVILLE CITY.

WHEREAS, Hyrum City, as authorized by law, operates and maintains a public library; and

WHEREAS, Wellsville City requested and Hyrum City agreed to provide library services to Nibley's residents for a fee under contract; and

WHEREAS, Hyrum City and Wellsville City entered into an agreement for Hyrum City to provide library services for Wellsville City at an annual fee of \$30.00 per user family or separate card on January 20, 2011; and

WHEREAS, Hyrum City has continued to fund the library through its General Fund at an annual cost of \$113.65 per Hyrum City resident library user family; and

WHEREAS, the General Fund for the Library pays for books, computers, programs, staff, and utilities it doesn't include the debt fund for payments on the building; and

WHEREAS, the Hyrum City Council has found it necessary to raise nonresident library fees from \$30 to \$35 annually to help cover increasing costs to continue to provide exceptional service to library patrons; and

WHEREAS, pursuant to the authority granted to the parties by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Annotated, 1953 as amended and Section 10-1-202, Utah Code Annotated, 1953 as amended, the parties are allowed to enter into a contract which would provide for such a cooperative effort.

NOW, THEREFORE, pursuant to the authority granted by law as noted above, BE IT RESOLVED by the City Council of Hyrum, Utah, as follows:

1. After due investigation and study, it is the determination of the Hyrum City Council that there is good cause for Hyrum City to continue to allow Wellsville City residents to use Hyrum City's library.
2. Wellsville City is willing to reenter into an Agreement whereby Hyrum City agrees to provide library services for Wellsville City, subject to certain terms and conditions, all as more specifically set forth in the copy of an Interlocal Agreement For Library Services, which is attached hereto as Exhibit A and by this reference made a part hereof.

3. The Mayor and City Recorder of Hyrum City are hereby authorized to execute and deliver the original of said Agreement for and in behalf of Hyrum, provided the execution and delivery of the same is authorized by the Wellsville City Council.

4. This Resolution shall take effect July 1, 2016.

ADOPTED AND PASSED by the City Council of Hyrum City, Utah, this 21st day of January, 2016.

HYRUM CITY

By: _____
Stephanie Miller
Mayor

ATTEST:

City Recorder
Stephanie Fricke

THIS AGREEMENT, made and entered into this 21st day of January, 2016, by and between HYRUM CITY, a Utah municipal corporation, hereinafter referred to as "Hyrum", and WELLSVILLE CITY, a Utah municipal corporation, hereinafter referred to as "Nibley", sets forth terms and conditions under which the residents of Nibley may use the Hyrum Library.

WITNESSETH:

WHEREAS, Hyrum operates and maintains a public library at 50 West Main Street in Hyrum; and

WHEREAS, Nibley does not operate and maintain a public library but made a significant contribution to the Hyrum Library building fund and desires to make public library services available to its residents; and

WHEREAS, Nibley has determined that it can best provide library services to its residents through interlocal agreement with Hyrum; and

WHEREAS, Hyrum is willing to enter into such agreement with Nibley to provide Nibley residents access to the Hyrum Library, with both parties desiring to formalize the agreement between them by this document.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties hereto agree as follows:

1. This Agreement is made and entered into pursuant to the authority granted to the parties by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Annotated, 1953 as amended, and Section 10-1-202, Utah Code, Annotated, 1953 as amended, which provides that pursuant to said Interlocal Cooperation Act any two or more Utah public agencies may enter into an agreement to provide for joint and cooperative action, including the joint use of Hyrum City's library as contemplated by this Agreement; and each of the parties hereto is a public agency as defined by the Interlocal Cooperation Act. This Agreement does not create an interlocal entity separate and distinct from each party but does provide for joint and cooperative action as contemplated herein.

2. This Agreement has been determined by both parties to be in the best interests of the residents of both communities and to promote their mutual general welfare. The parties hereto further desire to define their relative duties and obligations with respect to the use,

operation, and ownership of Hyrum City's library as contemplated by this Agreement.

3. Hyrum agrees to provide the residents of Nibley with full library services in accordance with the rules and regulations adopted by Hyrum for use of its library and the provisions of this Agreement. All Nibley residents who use Hyrum's library shall be subject to and comply with the rules and regulations adopted by Hyrum, as fully as if they were residents of Hyrum.

4. Hyrum further agrees to provide a seat on its library board to a resident of Nibley selected by the Nibley Mayor and City Council. Such member will have full voting rights and powers as granted to all other board members.

5. Nibley agrees to pay an annual fee of ~~\$30.00~~ \$35.00 per user family or separate card. Said fee may be amended from time to time by mutual agreement of both parties hereto and the total remitted by Nibley to Hyrum shall be based upon the annual number of cards issued as provided by computer listing of all cards issued to Nibley residents as of March 1st of any calendar year.

6. The determination of what constitutes a "family", who shall be required to obtain a separate library card, and all other such issues shall be resolved by reference to the rules and regulations adopted by Hyrum for its library.

7. This Agreement shall be for a term of one (1) year from July 1, 2016 to June 30, 2017 and shall automatically renew for additional annual terms of one (1) year without further action by either party except that either party reserves the right to terminate this Agreement by serving written notice of same to the other party at least six (6) months prior to the beginning of the next fiscal year. The terms and provisions of this Agreement for such renewal term or terms shall be as agreed to by both parties, provided, however, that the total annual fee due from Nibley to Hyrum shall be determined not later than March 1 of any given year in order to accommodate municipal budget requirements and deadlines. After the annual assessment is set by multiplying the fee by the number of library cards issued to Nibley residents as of March 1 of each year it may not be amended for the following fiscal year except by mutual consent of both parties as a result of inordinate or very unusual circumstances (annexation of a large urbanized area, issuance of a significant number of additional cards, etc.). The total annual fee shall be payable by Nibley to Hyrum not later than July 31 of each contract year.

8. Excepting unusual circumstances, additional residents of Nibley

may apply for and receive library privileges from Hyrum during any annual term of this Agreement, and such privileges may be terminated, whether voluntarily or involuntarily, all without further adjustment of the annual fee stated above during the remainder of the current annual term then in progress. It is intended that the total annual fee to be paid by Nibley hereunder, shall constitute the entire amount to be due from Nibley to Hyrum for any given term of this Agreement. New library cards shall be issued and existing cards retired without further adjustment of the stated fee. The fee paid by Nibley as formulated herein represents the entire assessment in any given year and no further participation in building maintenance costs, utilities, insurance, investment in collection and library materials, etc. will be expected or assessed by Hyrum.

9. It is intended by the parties that by reason of this Agreement, Nibley residents who apply for and receive library privileges from Hyrum shall be subject to the same obligations and shall receive the same privileges as are extended to Hyrum City residents.

10. Both parties agree to cooperate in completion of any additional paper work or otherwise take steps necessary to meet their obligations as contemplated by this Agreement, although not specifically stated herein.

11. It is expressly understood by the parties that this Agreement establishes a "fee for service" arrangement between the parties and that no ownership interest in Hyrum's library is being acquired by Nibley. Hyrum will acquire, hold, and dispose of all real and personal property associated with the library. Nibley acknowledges and agrees that it does not take title or any ownership interest in any real or personal property held by the library by virtue of this Agreement. Hyrum shall maintain full administrative control of its library, with full authority to adopt and enforce regulations relating to the operation of the library consistent with the terms of this Agreement, and to which all patrons of the library are subject.

12. Hyrum shall prepare and maintain such records as are deemed necessary to advise both parties regarding the use of the library by Nibley's residents. These records shall be made available to Nibley's officials at such reasonable intervals as are agreed to by the parties.

13. The parties agree to adopt such resolutions and take any required action as may be necessary and appropriate to carry into effect the terms of this Agreement.

14. This Agreement may not be amended except by subsequent written

Agreement of the parties.

15. This Agreement shall become effective upon approval by the City Councils of both parties and executed by their respective Mayors and Recorders.

16. The undersigned representatives of the parties confirm their authority to execute this Agreement on behalf of their respective municipalities by reason of the approval of this Agreement by resolution of their respective City Councils.

17. The parties to this Agreement agree that each of them has reviewed and/or participated in the drafting of this Agreement with the assistance of counsel, and, therefore, the wording of this Agreement shall not be construed against any party hereto as the drafter.

18. The provisions of this Agreement are severable and should any provision be void, voidable, unenforceable, or invalid, such provision shall not affect the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate, each of which shall be deemed an original, with the effective date being as noted herein.

HYRUM CITY

ATTEST:

By: Stephanie Miller
Mayor

Stephanie Fricke
City Recorder

WELLSVILLE CITY

ATTEST:

By: Thomas Bailey
Mayor

Don Hartle
City Recorder