

**INTERLOCAL COOPERATION AGREEMENT**  
**FOR COOPERATIVE BORROWING**

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

**Recitals**

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

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

WHEREAS, the Parties anticipate that the citizens served by their 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 September 1, 2023 and shall remain in full force and effect for a five year term, through August 31, 2028, and shall automatically renew thereafter on for consecutive five year terms, unless it is otherwise terminated by the mutual, written agreement of the Parties or should either City/County determine that it is

being unduly burdened or harmed by this Agreement, in which either party may terminate this Agreement by giving sixty (60) days written notice to the other City/County 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 Brigham City Library and the Director of the Weber County Library shall serve as joint administrators of this Agreement.

3. Limited Scope. This Agreement applies only to patron borrowing privileges. Either Brigham City or Weber County may extend further privileges to the residents of the other City/County's jurisdiction if it chooses to do so. However, the extension of any such privileges is not within the scope of this Agreement.

4. 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 each City/County which is taxed for support of the Library. Each City/County 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.

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

6. Late Charges. Materials checked out from any of the participating Libraries must be returned to the loaning Library. Each City/County agrees that its Libraries 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.

7. 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.

8. 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. The purpose of the monitoring effort will be to provide a means by which the Parties hereto can evaluate the effectiveness of this Agreement.

9. Approval. This Agreement shall not be effective until approved by Resolution of the governing body of each City/County and filing of duplicate originals with the Clerk of each City/County.

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

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

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

If to City: Derek Oyler, City Administrator  
Brigham City Corporation  
20 North Main  
Brigham City, UT 84302

Elizabeth Schow, Library Director  
26 East Forest Street  
Brigham City, UT 84302

With a copy to: Michael E. Christiansen, Brigham City Attorney  
MANN, HADFIELD & THORNE  
98 North Main Street P.O. Box 876  
Brigham City, UT 84302

11. 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 City/County prior to the date hereof.

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

13. 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.

14. 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 City/County who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

15. 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.

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.

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

Brigham City

By: [Signature]  
Mayor, Brigham City

Dated: 9/5/23

ATTEST:

Kristina Rasmussen  
City Recorder, Brigham City  
*Deputy*  
Dated: 9/5/2023



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

[Signature]  
Brigham City Attorney

Dated: 8/30/23

BRIGHAM CITY LIBRARY BOARD

By: De Ann Lester  
Chair

Dated: 29. August 2023

WEBER COUNTY

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


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

ATTEST:

\_\_\_\_\_  
Weber County Clerk

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

WEBER COUNTY LIBRARY BOARD

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

Dated: 10/3/23

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

  
\_\_\_\_\_  
Office of Weber County Attorney

Dated: 10/3/23

