

INTERLOCAL COOPERATION AGREEMENT

FOR COOPERATIVE BORROWING

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is between MORGAN COUNTY, a body politic of the State of Utah, with its principal place of business located in Morgan, Utah ("Morgan"), and WEBER COUNTY, a body politic of the State of Utah, with its principal place of business located in Ogden, Utah ("Weber"). Morgan and Weber are each individually referred to herein as a "Party" and collectively referred to 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 Party will expand and enrich the ability of such residents to access informational, educational, cultural, and recreational materials; and

WHEREAS, the Parties anticipate that the residents 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 set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement shall be effective beginning on August 1, 2025 and shall remain in full force and effect through July 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 Party 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 Morgan County 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 library borrowing privileges.

4. Borrowing Privileges. Beginning with the commencement of this Agreement, the Parties will extend normal library borrowing privileges to residents of the other Party's service area. Each Party may establish such procedures as it deems necessary to ensure the patrons to whom borrowing cards are issued under this Agreement are bona fide residents of the other Party's service area. 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 Party is responsible for the enforcement of its own library borrowing rules, including all legal actions taken against patrons for delinquent accounts. Neither Party will intervene on behalf of patrons in its service area to circumvent the rules, procedures, or practices of the other Party. In addition, neither Party will assist the other Party 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 Parties' libraries must be returned to the loaning library. The Parties agree that their respective 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 Party's library to the other Party's library, the receiving library will 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 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 Party and filing of duplicate originals with the Clerk of each Party.

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 email or sent by postage pre-paid by registered, certified, or express mail, or by reputable overnight carrier 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 Weber:	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 Morgan:	Morgan County Commission Chair 48 West Young Street Morgan, UT 84050
With a copy to:	Library Director Morgan County Library 50 N 100 W ST Morgan, UT 84050

11. Entire Agreement. The Parties agree that this Agreement contains the entire 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.

12. Assignment. The Parties agree that neither this Agreement, nor the privileges granted herein, may be assigned without the prior written consent of both 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 such prohibition or unenforceability 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, this Agreement 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.
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. Indemnification. Subject to the terms of the Utah Governmental Immunity Act and as is provided herein, the Parties agree that they 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 each 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 own officers, employees, and agents under the terms of this Agreement.
17. 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.

MORGAN COUNTY

By: [Signature]
Vice-Chair, Board of County Commissioners

Dated: 8/19/2025

ATTEST:

[Signature]
Morgan County Clerk

Dated: 8.19.2025

MORGAN COUNTY LIBRARY BOARD

By: [Signature]
Chair

Dated: 9/3/2025

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

[Signature] DCA for Garrett Smith
Morgan County Attorney

Dated: 8-19-2025

WEBER COUNTY

By: _____
Chair, Board of County Commissioners

Dated: _____

ATTEST:

Weber County Clerk

Dated: _____

WEBER COUNTY LIBRARY BOARD

By: Mary Elster
Chair

Dated: 10/7/2025

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

Office of the Weber County Attorney

Dated: _____