

**RESOLUTION NUMBER 04-03-2018**

**A RESOLUTION AUTHORIZING THE EXECUTION AND PARTICIPATION IN AN  
INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE ACTION  
CREATING THE SOUTH COUNTY LIBRARY COOPERATIVE**

**RECITALS**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the "Act"); and

**WHEREAS**, the Act authorizes and allows public agencies to enter an agreement with one another for joint and cooperative action for the betterment of itself and its constituents; and

**WHEREAS**, the Act provides that public agencies may enter an agreement with one another to provide services that are each authorized by statute to provide; and

**WHEREAS**, the Act provides that the public agencies may enter an agreement with one another to exchange services that each are authorized by statute to provide; and

**WHEREAS**, the Parties share a common interest that library resources be developed, protected, and managed to the end that the Parties and patrons may maximize the beneficial use of the available library resources in satisfying the demands of growing municipal populations in southern Utah County; and

**WHEREAS**, the Parties have determined that joint and cooperative action of the Parties in operating through a library cooperative agreement will allow residents of each city to use the libraries of the neighboring cities yet allow each city to operate independently; and

**WHEREAS**, the Parties to the Inter-local Agreement have found that the securing additional supplies of water and protecting existing supplies can best be achieved by minimizing duplication of costs and other economies of scale, reducing transmission losses, use of aquifer recharge and recovery, and managing return flows; and

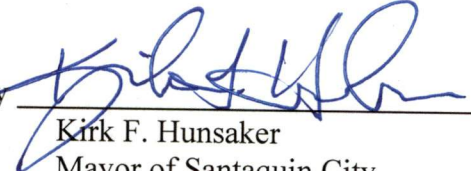
**WHEREAS**, the Parties to the Inter-local Agreement desire to jointly enter into this Agreement to accomplish the purposes set forth therein;

**NOW THEREFORE**, Santaquin City Council hereby authorizes the execution of and participation in the SOUTH COUNTY LIBRARY COOPERATIVE INTERLOCAL AGREEMENT AND BYLAWS. The Inter-local Agreement is attached as EXHIBIT "A" and incorporated into this Resolution Number 04-03-2018.

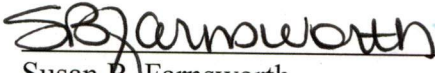
This Resolution Number 04-03-2018 shall take effect immediately upon the passage by the Santaquin City Council and participation in the SOUTH COUNTY LIBRARY COOPERATIVE

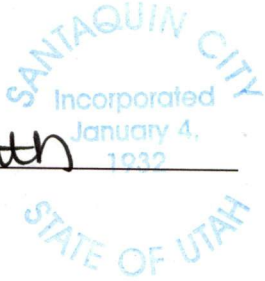
INTERLOCAL AGREEMENT AND BYLAWS by Santaquin City shall become effective upon the final Participant/Party signing SOUTH COUNTY LIBRARY COOPERATIVE INTERLOCAL AGREEMENT AND BYLAWS.

PASSED AND ADOPTED this 4th day of April, 2018.

By   
Kirk F. Hunsaker  
Mayor of Santaquin City

ATTEST:

  
Susan B. Farnsworth  
Santaquin City Recorder



**EXHIBIT "A"**

**SOUTH COUNTY LIBRARY COOPERATIVE INTERLOCAL AGREEMENT AND BYLAWS.**

**SOUTH COUNTY LIBRARY COOPERATIVE  
INTERLOCAL AGREEMENT AND BYLAWS**

**THIS INTERLOCAL AGREEMENT FOR JOINT AND  
COOPERATIVE ACTION CREATING THE SOUTH COUNTY LIBRARY  
COOPERATIVE** (the "Agreement") is made by and among the parties signatory hereto (sometimes referred to herein individually as a "Party" and collectively as the "Parties"), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the "Act"). This Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

RECITALS

A. The Act allows public agencies to enter an agreement with one another for joint and cooperative action; and

B. The Act provides that the public agencies may enter an agreement with one another to provide services that are each authorized by statute to provide; and

C. The Act provides that the public agencies may enter an agreement with one another to exchange services that each are authorized by statute to provide; and

D. The Parties share a common interest that library resources be developed, protected, and managed to the end that the Parties and patrons may maximize the beneficial use of the available library resources in satisfying the demands of growing municipal populations in southern Utah County; and

G. The Parties have determined that joint and cooperative action of the Parties in operating through a library cooperative agreement will allow residents of each city to use the libraries of the neighboring cities yet allow each city to operate independently; and

H. The Parties hereto desire to jointly enter into this Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby contract, covenant, and agree as follows:

### **SECTION 1 - CREATION**

The Parties hereby create by this Interlocal Agreement the South County Library Cooperative (SCLC) a collaboration of the libraries of the cities a party hereto. The founding members are the cities consisting of Payson City and Santaquin City both of which are the Parties to this Agreement.

### **SECTION 2 MEMBERSHIP IN THE SOUTH COUNTY LIBRARY COOPERATIVE**

A member of the South County Library cooperative shall:

1. Be a Certified Library as defined by the Utah State Library Division
2. Enter into the South County Library Cooperative Agreement

### **SECTION 3 – AGENCY PURPOSES**

- A. The purposes of the South County Library Cooperative agreement is to allow residents of each city to use the libraries of the neighboring cities yet allow each city to operate independently.
- B. Endorse the strong emphasis on resource sharing in the SCLC Mission Statement.
- C. Maintain institutional effort to support reciprocity in resource sharing, while providing continued primary support of local patron needs.
- D. The Parties recognize that the accomplishment of such purposes are in the best interests of the residents represented by the respective Parties.

### **SECTION 4 MEMBER LIBRARY OBLIGATIONS**

- A. Each Member shall be responsible for knowledge of and adherence to the SCLC Policies, Procedures, and by-laws
- B. All member libraries must abide by each member library's individual library polices.

- C. Each library is responsible for the quality of their records and their collection development
- D. Libraries must accept the responsibility for committee meeting attendance, including any expenses, of sending a representative to committee meetings and training.
- E. Member technology, hardware, software, internal Internet and connectivity is the responsibility of the individual library.

### **SECTION 5 – GOVERNANCE**

The SCLC Board of Directors will consist of the director from each member library. Expansion of board membership beyond the director from each member library is at the discretion of the SCLC Board of Directors. Officers for the SCLC shall be established in accordance with the “SOUTH COUNTY LIBRARY COOPERATIVE BY-LAWS” attached hereto and incorporated herein by this reference.

### **SECTION 9 – TERMINATION AND WITHDRAWAL**

- A. The members of SCLS may at any time decide to dissolve the SCLC upon a majority vote.
- B. A SCLC member who wishes to withdraw from the SCLC Consortia shall give notification to the SCLC Board of Directors indicating in writing the nature of the cause(s) for the member’s contemplated action. The member’s designated representative will attend the Board meeting, and present such information as the member believes to be relevant to their decision. The effective date of termination of the SCLC membership will be mutually determined by the Board and the withdrawing library.

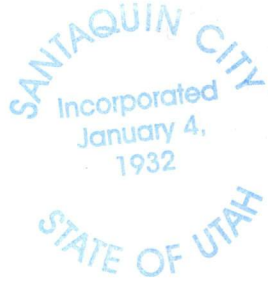
### **SECTION 14 – FILING OF THIS AGREEMENT**


This Agreement shall take effect upon the filing of a fully-executed copy of this Agreement with the keeper of records of each of the Parties hereto.

SANTIQUIN CITY


Authorized by Resolution No. 04-03-2018, adopted on <sup>April</sup>~~March~~ 4, 2018


SANTAQUIN CITY by:




  
Kirk E. Hunsaker, Mayor

Attest:

  
Susan B. Farnsworth, City Recorder

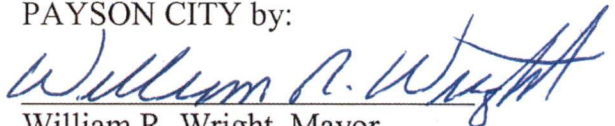
  
Approved as to form and compliance  
with applicable law:

  
Brett Rich, City Attorney

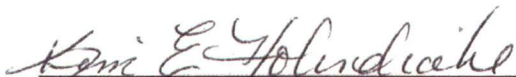
**PAYSON CITY**

Authorized by Resolution No. 03-21-2018D adopted on March 21, 2018

PAYSON CITY by:

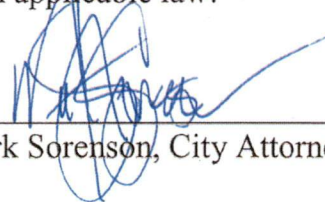
  
William R. Wright, Mayor

Attest:

  
Kim E. Holindrake, Deputy City Recorder



Approved as to form and compliance  
with applicable law:

  
Mark Sorenson, City Attorney



# **SOUTH COUNTY LIBRARY COOPERATIVE BY-LAWS**

## **I. MEMBERSHIP IN THE SOUTH COUNTY LIBRARY COOPERATIVE**

A member of the South County Library cooperative shall:

1. Be a Certified Library as defined by the Utah State Library Division
2. Enter into the South County Library Cooperative Agreement

## **II. MEMBER LIBRARY OBLIGATIONS**

- Each Member shall be responsible for knowledge of and adherence to the SCLC Policies, Procedures and by-laws
- All member libraries must abide by each member library's individual library polices.
- Each library is responsible for the quality of their records and their collection development
- Libraries must accept the responsibility for committee meeting attendance, including any expenses, of sending a representative to committee meetings and training.
- Member technology, hardware, software, internal Internet and connectivity is the responsibility of the individual library.

## **III. ADDITION, TERMINATION, AND WITHDRAWAL OF SCLC MEMBER LIBRARIES**

### **A. Addition of SCLC Member Libraries**

1. Inquiring librarians and administration will meet with the SCLC Board of Directors to review the following:
  - Library responsibilities
  - Resource sharing
  - Staff training
  - Communication
  - Technology requirements
2. The inquiring library will provide statistics on number of patrons, collection size, materials budget, annual circulation, and FTE Staff Size.
3. The inquiring library will provide weekly, a current way for the other libraries to verify patron status of residency, card expiration, and standing by means of website, patron catalog account access, spread sheet, etc.
4. A request to participate as a Member in the SCLC will be initiated from the applying library to the SCLC Board of Directors.
5. Subsequent to formal approval by the SCLC Board, parties will sign a SCLC agreement.
6. Within their own building, each member is responsible for their own IP address, firewalls and routing configurations. Each member library is owner of its own

data and responsible for its own equipment and Internet connection to access and use its automation software.

**B. Termination of SCLC Member Libraries**

The SCLC Board of Directors may terminate the membership of any SCLC member library by an affirmative vote of at least 50% of the Board at any meeting of the Board called for that purpose. Notification of such meeting must be furnished to the member library indicating in writing the nature of the cause(s) for the Board's contemplated action. The member's designated representative will be entitled to attend the Board meeting, and present such information as the member believes to be relevant to the Board's consideration prior to voting. The effective date of termination of SCLC membership will be determined by the Board.

**C. Withdrawal of SCLC Member Libraries**

A SCLC member who wishes to withdraw from the SCLC Consortia shall give notification to the SCLC Board of Directors indicating in writing the nature of the cause(s) for the member's contemplated action. The member's designated representative will attend the Board meeting, and present such information as the member believes to be relevant to their decision. The effective date of termination of the SCLC membership will be mutually determined by the Board and the withdrawing library.

**The members of SCLS may at any time decide to dissolve the SCLC upon a majority vote.**

**IV. SCLC GOVERNANCE**

The SCLC Board of Directors will consist of the director from each member library. Expansion of board membership beyond the director from each member library is at the discretion of the SCLC Board of Directors.

Officers for the SCLC Board of Directors will consist of a President and a Secretary. The term of office is one year beginning July 1 of each year unless otherwise determined by the board and this responsibility will rotate to assure that each library is represented in this leadership role.

**a. Responsibilities of the President**

The President shall provide notice of meetings, distribute an agenda and preside at all meetings; represent the SCLC to the public, press, and others.

**b. Responsibilities of the Secretary**

The Secretary shall generate and distribute meeting minutes; maintain a permanent file of all the SCLC records, documents and minutes; and arrange for a meeting room.

**c. Meetings**

SCLC Board meetings will be scheduled monthly or as necessary as determined by a member of the Board of Directors. The purpose of the meetings will be to conduct the business of the cooperative and will be attended by the representatives of the member libraries. Attendance at meetings via electronic telecommunications will be considered valid.

d. **Changes to By-laws**

Changes in the By-laws will be by vote at any of the scheduled meetings

**V. CIRCULATION**

All items in all formats, with the exception of those designated as non-circulation on the Online Public Access Catalog (OPAC), will be available for co-operative borrowing.

1. Definition: "Cooperative borrowing" means that patrons from any one of the participating libraries will have access to materials at all participating library locations. Patron information will be shared between libraries if necessary in order to facilitate return of materials.
2. Holds: A patron may place holds according to the lending library's policy.
3. Renewals: A Patron may renew an item belonging to another library according to that library's policy.
4. Fines and Other Charges: Charges of any amount will be collected and kept at the lending library. Items will not be checked out if fines reach a maximum determined by the lending library. An override may be allowed depending on the situation and determined by the lending library.
5. Patron Records: Each participating library has complete control over the information attached to its patron's records.

**VI. CO-OPERATIVE BORROWING AGREEMENT**

**Purpose:** SCLC represents a means to improve library services to its respective communities through a cooperative, reciprocal borrowing agreement. This agreement and associated procedures will encourage patrons to obtain a library card at his or her library.

**Definitions:** For the purpose of this agreement, the following definitions apply:

1. Home Library:
  - a. The library whose primary mission is to serve the patron by virtue of enrollment or residency.
  - b. Anyone living outside the city limits of the member libraries may obtain a non-resident "home library" card at any of the member libraries by paying the non-resident fee of that library.
2. Patron: Any individual with a valid library card at a member library.
3. Service: The loan of library materials on site.  
Providing additional services is at the discretion of the lending library.

**General Guidelines:**

- a. Cooperative borrowing privileges may be extended for public access computer use, Inter-library loan service or library programming at the discretion of the lending library.
- b. Materials available for cooperative borrowing include books and other library materials.
- c. Patrons will be subject to the rules and policies of the lending library. This includes legal and collection policies and procedures.
- d. Patrons will return materials to the library from which they were borrowed.
- e. Overdue fines assessed by member libraries may be collected based on the lending library's overdue policy.
- f. Fees for lost and damaged materials will be collected and kept by the lending library.
- g. Items will not be checked out if fines exceed an amount determined by the lending library.
- h. Each participating library has complete control over the information attached to its patron's records. Individual libraries are responsible for insuring that their staff are aware of, and adhere to, statutory requirements concerning confidentiality of public library users' registration and circulation records.
- i. Libraries and patrons will comply with Utah Code 76-6-80 through 76-6-804 regarding the failure to return materials borrowed from a publicly funded lending facility. This will be enforced as determined by each individual library.

#### **Member Library Responsibilities:**

1. Resident patrons will register and renew cards at their home library. Non-Resident patrons will choose their home library.
2. Non-Resident borrowers will not be able to renew their library cards unless their account is in a satisfactory status. All outstanding materials, fines, fees, collections, etc. must be resolved at that time.
3. Each library will respond to queries regarding that status of patron's register at their libraries. Patron status means whether the patron's home library registration is current and without outstanding materials, fines or fees.
4. Each library will adopt policies and procedures that insure confidentiality and privacy of patrons is maintained.
5. Member libraries will loan materials to other SCLC member's patrons as if they were a primary patron of the lending library.
6. Each library will notify patrons of overdue materials and collection of any fines, fees or replacement costs according to that library's policies.
7. Fines that are paid on accounts that have been turned over to a collection agency will be handled according to each member's library policy. Once fines are

paid in full, the collection agency is satisfied and the account is "clear", the customer can resume full library privileges.

**Patron Responsibilities:**

1. Abide by the local rules of the lending library.
2. Be in good standing at their home library.
3. Return materials to the library from which they were borrowed.
4. Return materials in a timely manner according to the rules of the lending library.
5. Assume responsibility for all materials borrowed, including payment for lost/damaged materials, overdue fines, or other fees.

**VII. COLLECTION DEVELOPMENT**

Each member library is responsible for maintaining a current and viable collection of materials for its own patrons.

**VIII. TRAINING**

SCLC on occasion, may offer training and workshops on topics of common interest to each other.

Existing member libraries will assist with any training for new member libraries.