

**INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE CENTRAL SKAGIT RURAL PARTIAL COUNTY LIBRARY DISTRICT
AND THE CITY OF BURLINGTON
FOR RECIPROCAL LIBRARY BORROWING**

This Interlocal agreement is made this _____ day of _____, 2018, between the Central Skagit Rural Partial County Library District hereinafter referred to as CSLD, and the City of Burlington, hereinafter referred to as Burlington.

Whereas, the Central Skagit Rural Partial County Library District maintains a public library, which desires to expand the opportunities for its library patrons to utilize library services when they are outside of the CSLD; and

Whereas, the City of Burlington also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Burlington; and

Whereas, the CSLD Board of Trustees, and the Burlington City Council and the Board of Trustees of the Burlington Public Library (hereinafter referred to as BPL) find that it is in the best interests of their respective libraries to explore the creation of a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, all Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: This Agreement shall commence on January 1, 2018 and extend until terminated.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Resident Cardholder" shall refer to a library cardholder who resides within the boundaries of the Central Skagit Rural Partial County Library District or the City of Burlington, as well as those entitled by the library policies of each library to resident library cards. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b) "Owning Library" refers to the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:

1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of CSLD, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of BPL; likewise, a cardholder of BPL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of CSLD.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review. The Directors of both libraries will review the effectiveness of this Agreement annually and will submit an annual report to their governance bodies.

6. Termination. This Agreement may be terminated by either Party by giving ninety (90) days written notice to the other Party, provided that termination shall not affect or impair this Agreement of the Parties that are agreed to on or before the termination.

7. Financing. Each Party will bear its own cost of performing under this Agreement.

8. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the Central Skagit Library
Attn: Library Director
720 Metcalf St.
Sedro-Woolley, WA 98284

To the Burlington Public Library
Attn: Library Director
820 E. Washington Ave.
Burlington, WA 98233

9. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

10. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

11. Applicable Law-Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

12. Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

13. Concurrent Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

15. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

16. Entire Agreement. This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

CITY OF BURLINGTON

**CENTRAL SKAGIT LIBRARY
DISTRICT**

By: Steve Sexton, Mayor

Date:_____

**By:
Board of Trustees**

Date:_____

APPROVED AS TO FORM:

ATTEST:

**By:
City Attorney**

**By:
Board of Trustees**

ATTEST:

Approve:

**By:
Finance Director**

**By:
Board of Trustees**

Approve:

**By: _____, President
Burlington Library Board**