

**Inter-Local Agreement Between
Pierce County Rural Library District and
Tacoma Public Library
For Reciprocal Borrowing**

This Agreement is entered into this 9th day of December, 2009, by and between the Pierce County Rural Library District, doing business as Pierce County Library System (PCLS), a rural county library district established under the authorization of Chapter 27.12 RCW; and the Tacoma Public Library (TPL), a city library established under the authority of Chapter 27.12 RCW.

WHEREAS, PCLS desires to expand the opportunities for its patrons to utilize library services when they are outside of the geographical boundaries of PCLS; and

WHEREAS, TPL also desires to expand the opportunities for its patrons to utilize library services when they are outside of the geographic boundaries of TPL; and

WHEREAS, The Board of Trustees of PCLS and the Board of Trustees of TPL believe it is in the best interests of their respective libraries to establish a reciprocal borrowing program that would allow their respective patrons to borrow library materials in-person from non-resident libraries under the same conditions that apply to resident patrons; and

WHEREAS, the Board of Trustees of PCLS and the Board of Trustees of TPL understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide, and

WHEREAS, pursuant to Chapter 39.34 RCW, PCLS and TPL have the authority to enter into the Inter-Local Agreement;

NOW, THEREFORE, in consideration of the benefits to be received by the two library systems and their respective customers and of the mutual promises and covenants contained herein, it is hereby agreed by PCLS and TPL as follows:

1. **Purpose.** The purpose of this Agreement is to establish a reciprocal borrowing program to facilitate the joint use of public library patrons to utilize library services at PCLS and at TPL.
2. **Term.** The term of this Agreement shall be from **October 1, 2009** and shall be of indefinite duration. The PCLS Director, in cooperation with the City Library Director, shall periodically evaluate the reciprocal agreement, relationship, and impacts to the parties' facilities and patrons.
3. **Specific Provisions.** The residents 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 any non-resident fee under the following conditions.
 - a. The current policies and procedures for the provision of library service of each library system shall remain in effect, with no coordination or standardization required, and

specifically including the following provisions:

- i. Library materials belonging to a library system that have been placed on hold by a patron must be picked up by the patron at one of the owning library's public facilities.
 - ii. Library materials belong to a library must be returned to one of the own library's public facilities; if library materials belonging to one library are returned to a public facility of the other library, the materials will be routed back to the owning library, but any overdue charges due from the patron will continue to accrue under the terms of the owning library's policies.
 - b. The terms of this Agreement shall apply to the resident of PCLS (consisting of the entire unincorporated area of Pierce County and all cities within Pierce County served by PCLS) and residents of the City of Tacoma. This Agreement and the privileges contained herein, do not extend to each library's non-resident library cardholders, or to residents or patrons of other cities or library systems or districts not a party to this Agreement.
 - c. Each library system shall establish tracking codes to provide information on the number of cards issued, the circulation, the number of holds placed, the number of items returned to the wrong library system and the use of online resources every three-months.
- 4. Review.** The Directors of PCLS and TPL will review the effectiveness of this Agreement annually and will submit a report to their respective Board of Trustees.
- 5. Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing delivered to:
- | | |
|-------------------------------|-----------------------------|
| Pierce County Library System | Tacoma Public Library |
| Attention: Library Director | Attention: Library Director |
| 3005 112 th St. E. | 1102 Tacoma Ave. So. |
| Tacoma, WA 98446-2200 | Tacoma, WA 98402 |
- 6. Financing:** Each library will bear its own cost of performing under this Agreement.
- 7. Liability.** Each library system shall, at all times, be solely responsible for the acts, or the failure to act, of its personnel that occurs or arises in any way out of the performance of this Agreement by its personnel only; and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the library's personnel relating to the performance of this Agreement.
- 8. Amendment.** This Agreement may be modified only by further agreement in writing as mutually agreed to by both library systems.

9. **Modification.** This Agreement represents the entire Agreement between PCLS and TPL. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on the parties unless executed in writing by authorized representatives of the library systems. The Agreement shall not be modified, supplemented, or otherwise affected by any course of dealing between the parties.

10. **Severability.** If any provisions of the Agreement or its application are held invalid, the remainder of the Agreement shall not be affected.

11. **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 direction discussion, 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 restoring to arbitration. The mediator may be selected by agreement of the library systems 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 therefore shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the library systems or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each library system shall bear the expense of its own counsel, experts, witnesses and preparation of any presentation of evidence.

12. **Benefit.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, directly or implied on any third person.

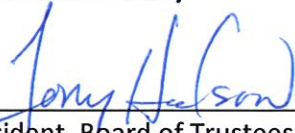
13. **Termination Clause:** Either party may terminate this Agreement without cause by providing the other Party with twelve (12) month notification.

Pierce County Rural Library District

By: 
 Chair, Board of Trustees

Date: 12/9/09

Tacoma Public Library

By: 
 President, Board of Trustees

Date: 12/2/09