

**RECIPROCAL USE AGREEMENT
BETWEEN
SPOKANE COUNTY LIBRARY DISTRICT AND
SPOKANE PUBLIC LIBRARY**

This Agreement is entered into this 23rd day of December 2002, by and between the Spokane County Library District, ("the SCLD"), a rural county library district established under the authorization of chapter 27.12 RCW; and the Spokane Public Library ("the SPL") a city library established under the authority of chapter 27.12 RCW.

WHEREAS, the SPL and SCLD currently maintain and operate their own library systems and provide library services to the residents in their respective jurisdictions pursuant to chapter 27.12 RCW; and

WHEREAS, the SCLD is a separate municipal corporation that provides library services to eight cities and towns, including Cheney, Deer Park, Fairfield, Latah, Medical Lake, Millwood, Rockford, and Waverly who have voted to annex to the District; and two cities, Liberty Lake and Airway Heights, that contract with the district for library service; and

WHEREAS, the absence of a reciprocal use arrangement between the two library systems has been an ongoing issue with customers of both the SPL and the SCLD since 1995; and

WHEREAS, in early 2002, the chairpersons of the SPL and SCLD and their respective Directors and staff met to discuss the possibility of re-establishing a reciprocal-use arrangement for customers of each library system; and

WHEREAS, changes and improvements to both library systems, including the construction of additional branch libraries by the library systems, has made reciprocal use between the two systems beneficial to the library systems and the citizens of the respective jurisdictions; and

WHEREAS, an increased level of cooperation between the two library systems, including re-establishment of a reciprocal use arrangement, has benefits for the customers of both library systems, including providing the opportunity for enhanced access to library facilities, providing a wider variety of library materials to customers of both systems, and providing opportunities to jointly promote the value of public library services.

NOW, THEREFORE, in consideration of the benefits to be received by the two library systems and their respective customers, it is hereby agreed by and between the SCLD and the SPL as follows:

1. **Term.**

This Reciprocal Use Agreement shall be effective on approval and execution by the Board of Trustees of the SCLD and the SPL. The Agreement shall automatically renew January 1st of each year unless either party provides written notification one hundred and eighty (180) days prior to the January 1st renewal date that it elects not to renew the Agreement. The parties may further agree to terminate this Agreement at any time by mutual agreement.

Reciprocal Use Agreement

2. **Reciprocal Use Agreement.**

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 services of each library system 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 customer at the owning system's branch library.
 2. Library materials must be returned to the owning system's branch library; if the library materials owned by one system are returned to a branch library of the other system, the materials will be routed back to the owning system, but any overdue charges will continue to accrue under the terms of the owning system's policies.
- (b.) The terms of this agreement shall apply to the residents of the entire unincorporated area of Spokane County, the City of Spokane, and all cities within Spokane County served by the SCLD.
- (c.) The reciprocal use agreement does not extend to each systems non-resident library cardholders, only to eligible residents living within their respective library service areas.
- (d.) A cardholder of the SPL or the SCLD, except an out-of-county cardholder, shall be entitled to all of the privileges of a resident cardholder of the other system, except for interlibrary loan of library materials and remote database access due to the costs associated with the provision of these library services.
- (e.) Customers blocked from use of library facilities and services by one system, as a result of a referral of overdue charges to a collection agency, will be blocked from obtaining a library card or the use of library services from the

other system. Each system will provide the other system, on a weekly basis, with a listing of customers in default on library charges referred to a collection agency.

- (f.) Each system shall establish tracking codes to provide information, on an annual basis, on the use of their respective library services and facilities by non-resident cardholders.

Reciprocal Use Agreement

3. **Liability.**

Each party 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 party's personnel relating to the performance of this Agreement.

4. **Notice.**

All notices, requests, demands and other communications required by this Agreement shall be in writing delivered to:

The SPL: Jan Sanders
 Director
 Spokane Public Library
 906 West Main Street
 Spokane, WA 99201

The SCLD: Michael Wirt
 Director
 Spokane County Library District
 4322 North Argonne Road
 Spokane, WA 99212

5. **Severability.**

If any provision of the Agreement or its application is held invalid, the remainder of the Agreement shall not be affected.

6. **Modification.**

This Agreement represents the entire Agreement between the SPL, and the SCLD. 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 parties. The Agreement shall not be modified, supplemented, or otherwise affected by any course of dealing between the parties.

7. **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.

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8. **Dispute Resolution.**

Any controversy which shall arise among the SPL and the SCLD regarding the rights, duties or liabilities of any party under this Agreement shall be submitted to non-binding arbitration. Either party may request arbitration at any time. The arbitration shall be before one disinterested arbitrator agreed upon by the parties. The arbitrator shall render an opinion in accordance with the laws of the state of Washington as applied to the facts found by the arbitrator. In the event the parties are unable to agree on the selection of the arbitrator, or in the event the opinion of the arbitrator is not acceptable to any one of the parties, the matter shall be submitted to the Spokane County Superior Court for final decision. The Court's review of the matter shall be de novo. The parties agree that the decision of the Superior Court shall be final and not subject to appeal.

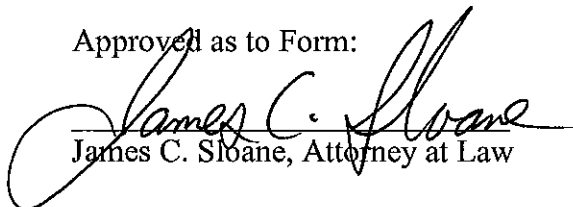
9. **Attorney Fees.**

In the event of arbitration or litigation concerning the terms of or performance under this Agreement, each party shall be responsible for its costs and expenses including half of the cost of the arbitration.

SPOKANE COUNTY LIBRARY DISTRICT


Chairman of the Board of Trustees

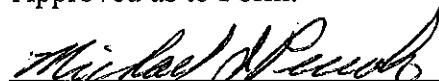
Approved as to Form:


James C. Sloane, Attorney at Law

SPOKANE PUBLIC LIBRARY


Chairman of the Board of Trustees

Approved as to Form:


Assistant City Attorney

Reciprocal Use Agreement