

MEMORANDUM OF AGREEMENT BETWEEN  
RAPID CITY PUBLIC LIBRARY BOARD OF TRUSTEES AND  
STURGIS PUBLIC LIBRARY BOARD OF TRUSTEES  
FOR RECIPROCAL BORROWING

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019 between Rapid City Public Library Board of Trustees, 610 Quincy Street, Rapid City, South Dakota, 57701 (RCPL) and Sturgis Public Library Board of Trustees, 1040 Harley-Davidson Way, Suite 101, Sturgis, South Dakota, 57785 (SPL).

WHEREAS, RCPL and SPL are dedicated to enhancing and expanding library services to residents of the Black Hills;

WHEREAS, residents of the Black Hills cross political and taxation boundaries on a daily basis in their work, school, and recreational lives;

WHEREAS, RCPL and SPL already share databases through a collaborative integrated library system as part of the Black Hills Library Consortium; and

WHEREAS, RCPL and SPL have identified that a reciprocal borrowing agreement would enhance library services to the constituents in their communities;

Now therefore, in consideration of the mutual covenants and agreements herein contained, RCPL and SPL agree as follows:

1. To establish a five-month pilot reciprocal borrowing program, beginning April 1, 2019, and continuing through August 31, 2019.
2. To communicate consistently throughout this pilot period regarding effective operations of reciprocal borrowing.
3. This agreement in no way infringes upon the oversight of RCPL and SPL by their respective Board of Trustees, except to the extent that is specifically provided in this Agreement.
4. RCPL and SPL agree to their individual financial responsibilities for library materials, library user accounts, courier services for transportation of library materials, and costs related to overdue materials recovery.
5. Each library shall retain their own Library Board of Trustees to make decisions for their respective library. Any amendments to this Agreement shall be approved by each library's Board of Trustees.

6. General Conditions:

- a. Home library shall be defined as the library serving the jurisdictional service area where the library user resides.
  - b. Lending library shall be defined as the library loaning materials borrowed by library users.
  - c. Library users must obtain a library card account at their Home library. Home library assigns user categories per their registration policies.
  - d. Home library may count the library user account for statistical reporting purposes.
  - e. Lending library's policies apply for length of loan, renewals, overdue fines, loss or damage, and/or recover of long overdue materials.
  - f. Lending library may count the loan for statistical reporting purposes.
  - g. Parties to this Agreement agree that if a library user's card is blocked at one library, that block will be honored by all parties until the account is cleared.
  - h. Payments of overdue fines or fees must be made to the library at which those fees were incurred. Funds will not be transferred between libraries.
7. This Agreement may be modified upon the written consent of all parties.
8. This Agreement may be terminated by either party with sixty (60) days' written notice to the other party.
9. This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements, and understandings, whether oral or written.
10. Each Party, acting as a 'Warranting Party' warrants and represents to the other Party that:
- a. Authorization. The Warranting Party is fully and legally authorized to duly and validly execute and deliver this Agreement.
  - b. Enforceability. This Agreement constitutes the valid and binding obligation of the Warranting Party and is enforceable against the Warranting Party in accordance with its terms.
  - c. No Conflict. The Warranting Party's performance under this Agreement in a timely and complete manner will not violate, or be materially or adversely impaired by, any of the following:
    - i. any other contract or agreement binding on the Warranting Party;
    - ii. any law, regulation, or order of any court or government or governmental agency or instrumentality binding on or affecting the Warranting Party; or,
    - iii. any current, pending or threatened litigation or administrative proceeding brought against the Warranting Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

RAPID CITY PUBLIC LIBRARY  
BOARD OF TRUSTEES

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF SOUTH DAKOTA        )  
  )ss.  
COUNTY OF PENNINGTON        )

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Rapid City Public Library Board of Trustees, and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of Rapid City Public Library Board of Trustees.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)

\_\_\_\_\_  
Notary Public, State of South Dakota  
My Commission Expires: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

STURGIS PUBLIC LIBRARY  
BOARD OF TRUSTEES

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF SOUTH DAKOTA        )  
  )ss.  
COUNTY OF PENNINGTON        )

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Sturgis Public Library Board of Trustees, and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of Sturgis Public Library Board of Trustees.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)

\_\_\_\_\_  
Notary Public, State of South Dakota  
My Commission Expires: \_\_\_\_\_