

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 1st day of January, 2021, 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 (STG).

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

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

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

WHEREAS, RCPL and STG have identified that a reciprocal borrowing agreement enhances library services to their constituents in their communities;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, RCPL and STG agree as follows:

- 1) To continue reciprocal borrowing on an ongoing basis.
- 2) To communicate consistently throughout this pilot project regarding effective operations of reciprocal borrowing.
- 3) This Agreement in no way infringes upon the oversight of RCPL and STG by their respective Boards of Trustees, except to the extent that is specifically provided in this Agreement.
- 4) RCPL and STG 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 open a library account at their Home library. Home library assigns user categories per their registration policies.
- d. Home library may count the library users' account for statistical reporting purposes.
- e. Lending library's policies apply for length of loan, renewals, overdue fines, loss or damage fees, and/or recovery 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 account is blocked at one library, that block will be honored by all parties until the account is cleared.
- h. Payments of overdue fines and other 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 ninety (90) 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 of 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.

