# INTERSYSTEM RECIPROCAL BORROWING AGREEMENT BETWEEN LAKESHORES LIBRARY SYSTEM AND MANITOWOC-CALUMET LIBRARY SYSTEM

# A. GENERAL AGREEMENT AND PURPOSE

1. In order to furnish to the residents of the public library systems the best possible access to library materials and in compliance with Sections 43.24(2)(g), 42.17(6) and 43.17(10) of the WISCONSIN STATUTES, Manitowoc-Calumet Library System and the Lakeshores Library System enter into the following agreement to provide "reciprocal borrowing privileges" to our respective residents.

### B. MUTUAL AGREEMENT

- 1. Any person who holds a valid borrower's card from a library belonging to either system may apply for borrowing privileges at any library belonging to either system. Cards shall be issued by libraries in each system according to procedures in that system
- 2. Libraries in each system agree to issue cards and provide services to reciprocal borrowers on the same terms and conditions as to their own system residents, with the exceptions listed under "conditions" below.

### C. CONDITIONS

Rights and privileges of reciprocal borrowers' cards are subject to the following considerations:

- 1. Reference and referral to the system resource library for intersystem borrowers of either system shall be done only by and through local libraries which are in the same system as the resource library.
- 2. Library users are required to conform to the rules and regulations of the library and the system from which they borrow materials and to pay promptly all delinquency charges which may accrue against them. The same rules, regulations, and fine and fee schedules shall apply to local borrowers and intersystem borrowers. The systems agree to assist libraries in recovering fines, fees and delinquent materials as necessary and upon request.
- 3. Libraries may limit intersystem borrowers' use of specific types of materials, but the systems shall encourage local libraries to provide unlimited access to locally housed materials.

4. Audiovisual equipment must be returned to the library from which it was checked out. All other materials may be returned to any member library of either system. The systems will return the materials to the originating library via their respective delivery services and/or the statewide intersystem delivery network.

### D. SIGNIFICANT USE

- 1. Because the systems are not contiguous, it is anticipated that no individual library in either system will experience a significant level of use by residents of the other system. For purposes of this agreement, significant levels of use shall be defined as more than 5% of any individual library's circulation as reported to its own system in a given calendar year.
- 2. Should the actual circulation of materials by libraries in either system exceed 5% of the local circulation of any individual library in any given year, the system experiencing such circulation agrees to notify the other system. Both systems agree to then consider the establishment of a reimbursement rate from the net borrowing system to the net lending system for the next succeeding year. Amounts and rates would be negotiated and provided as a separate appendix to this contract. Failure to reach an agreement within 90 days of notification would void the contract.

## E. CONTINUING EDUCATION

1. The systems also agree to share announcements of their respective continuing education activities with each other, and each will welcome the participation of library personnel and trustees from the other system on the same basis as participants from the sponsoring system's own libraries.

### EFFECTIVE DATES

1. This agreement shall become effective upon its signing by both parties. It may be amended at any time by mutual agreement of the two parties or may be discontinued by either party upon ninety (90) days written notice.

# (originally signed September 23, 1986) Ahriley P.O. Med Date Bernard E Bellin J-08-03 Secretary Date FOR the Manitowoc-Calumet Library System: (originally signed March 25, 1987) President Date

FOR the Lakeshores Library System: