

**INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BORROWING SERVICES**

This Intergovernmental Agreement For Reciprocal Borrowing Services (“Agreement”) is effective January 1, 2010 between the Metropolitan Library System (“MLS”) and the _____ Public Library (“Library”). The MLS and the Library also are referred to as “Party” or “Parties”.

WHEREAS, the MLS is a Library System organized and operating pursuant to the *Illinois Library System Act, 75 ILCS 10/1 et seq.*; and

WHEREAS, the Library is a public library organized and operating pursuant to the *Illinois Local Library Act, 75 ILCS 5/1-0.1 et seq.*; and

WHEREAS, the MLS and the Library are authorized to contract and associate among themselves for the purpose of intergovernmental cooperation pursuant to Article VII, Section 10 of the *Illinois Constitution* and the *Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.*; and

WHEREAS, the MLS provides a service to public libraries for reciprocal borrowing by generating monthly credits/debits for lost library materials, reporting patrons to collection, and facilitating reciprocal borrowing dispute resolution; and

WHEREAS, via participation in the MLS’ reciprocal borrowing program the Library realizes economies of scale.

NOW, THEREFORE, the MLS and the Library agree as follows:

1. **Incorporation**. The foregoing recitals shall be deemed part of this Agreement.
2. **Term**. The term of this Agreement shall be from January 1, 2010 through June 30, 2011.
3. **Definitions**. The following definitions describe terms in this Agreement:
 - a. **Reciprocal Borrowing** – The act of a patron borrowing an item in person from a library that does not serve the patron’s community.
 - b. **ILL** – Interlibrary Loan - The act of a patron receiving an item at the patron’s home library that was requested by the patron and delivered from another library.
 - c. **SWAN** – System Wide Area Network – A consortia of libraries within the MLS membership which share an online catalog.
 - d. **Home Patron** – A citizen who holds a valid library card in their community of residence.
 - e. **Non-home Patron** – A valid library card holder from a service area outside the lending library service boundaries.
 - f. **Share Illinois Libraries** – Libraries in the DuPage Library System, Prairie Area Library System, and CCS Consortium which have direct-borrow access to the SWAN catalog.

4. Services. The MLS shall provide reciprocal borrowing services as defined below. The Library, via selections noted on Exhibit 1 attached, shall choose the services in which the Library shall participate. A copy of Exhibit 1 reflecting the Library's selections, a Resolution approving this Agreement, and this Agreement signed by the Library must be returned to the MLS.
 - a. Service 1: Processing of reciprocal borrowing debits for losses by home patrons and credits for lost materials from their library. The Library will be debited when home patrons fail to return reciprocally borrowed materials both within the MLS and out of system. The Library will be credited when any non-home patron fails to return reciprocally borrowed materials to the library, including in and out of system.
 - b. Service 2: Processing of SWAN/ILL debits for losses by home patrons of ILL materials and credits for library materials lost in a SWAN/ ILL transaction: The Library will be debited when home patrons fail to return any SWAN Interlibrary Loan material to the Library. The Library will be credited for any of the Library's materials supplied to another SWAN library which are not returned. Also included are any SWAN ILL transactions generated by holds placed by Share Illinois libraries/systems.
 - c. Service 3: The MLS transmits to collection agencies loss amounts for home patrons as reciprocal borrowers. Libraries have the option of using Transworld Systems or Unique Management Services.
 - d. Service 4: The MLS performs collection agency transmittals for home patrons who have lost their own Library's items. The Library must use Unique Management Services as the Library's collection agency.
5. Fees. The MLS shall provide the services selected by the Library at the price of \$250 per service, per annum. The Library shall be billed separately on a quarterly basis for a \$10.00 collection agency transmittal fee per patron (Service 3 and Service 4). This \$10.00 fee is added to the patron record and, if collected from the patron, is credited back to the Library (see pricing described in Exhibit 1). Within 30 days after the commencement of this Agreement, the Library shall pay the MLS the amount due for the period from January 1, 2010 through June 30, 2010. Within 30 days after July 1, 2010, the Library shall pay the MLS the amount due for the period from July 1, 2010 through June 30, 2011.
6. Default. In the event either the MLS or the Library believes the other Party is in default under this Agreement, the MLS or the Library shall notify the other Party in writing and allow the other Party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured within 30 days of receipt of such notice, the Party having sent the notice of default may terminate the Agreement by serving written Notice of Termination on the other Party. The termination of this Agreement shall be effective thirty (30) days after the receipt of the Notice of Termination by the other Party. No waiver of any default shall be implied by the failure of either Party to give notice of

default and no express waiver shall affect any other default except the one specified in the express waiver.

7. Notice. All notices required under this Agreement shall be in writing sent by United States mail, email, fax or express delivery, shall be deemed to have been given on the date of mailing, and shall be addressed as follows:

To the MLS

Alice Calabrese, Executive Director
Metropolitan Library System
125 Tower Drive
Burr Ridge, IL 60527
Fax: 630-734-5050
Email: calabrese@mls.lib.il.us

To the Library

Contact: _____
Library: _____
Address: _____
City, State, Zip: _____
Fax: _____
Email: _____

8. Amendments. This Agreement may be modified or amended only in writing signed by both Parties.

Metropolitan Library System

By: _____ Date Signed: _____
President, Board of Directors

Attest: _____ Date Signed: _____
Secretary, Board of Directors

Library

By: _____ Date Signed: _____
President, Board of Library Trustees

Attest: _____ Date Signed: _____
Secretary, Board of Library Trustees

EXHIBIT 1

Pricing Schedule and Agreement for Reciprocal Borrowing Service

(any combination of services may be chosen)

The MLS shall provide this service at the price of \$250 per service, per annum. The Library shall be billed separately on a quarterly basis for a \$10.00 collection agency transmittal fee per patron (Service 3 and Service 4). This \$10.00 fee is added to the patron record and, if collected from the patron, is credited back to the Library. The Library may subscribe to any combination of Services 1-4 listed below, or may opt out of all Services by choosing “No Service.”

Yes or No	Description	1/1/10 - 6/30/10	7/1/10 - 6/20/11
Service 1 _____ Yes _____ No	Processing of reciprocal borrowing debits for losses by the Library’s patrons and credits for reciprocally borrowed lost materials: The Library will be debited when the Library’s patrons fail to return reciprocally borrowed materials both within the MLS and out of the MLS. The Library will be credited when any reciprocal borrowing patron fails to return the Library’s materials to the Library. This includes out of system patrons, e.g., Chicago, Naperville, Franklin Park, etc.	\$125	\$250
Service 2 _____ Yes _____ No	Processing of SWAN/ILL debits for losses by the Library’s patrons of ILL materials and credits for the Library’s materials lost in a SWAN/ ILL transaction: The Library will be debited when the Library’s patron fails to return any SWAN Interlibrary Loan material to the Library. The Library will be credited for any of the Library’s materials supplied to another SWAN library which are not returned. Also included are any SWAN ILL transactions generated by holds placed by Share Illinois libraries/systems (DLS, PALS, CCS). The Library remains responsible for processing any patron losses of ILL materials borrowed outside of SWAN or billing for any of the Library’s materials lost in an OCLC or ALA ILL transaction.	\$125	\$250
Service 3 _____ Yes _____ No	The MLS performs collection agency transmittals for the Library’s patrons as reciprocal borrowers. The Library is billed separately on a quarterly basis for the \$10.00 transmittal fee (per patron). This \$10.00 fee is added to the patron record and, if collected from the patron, is credited back to the Library. Please indicate the Library’s choice of vendor: _____ Transworld Systems _____ Unique Management	\$125	\$250
Service 4 _____ Yes _____ No	The MLS performs collection agency transmittals for the Library’s patrons and the Library’s items (internal accounts). The Library must use Unique Management Services as the Library’s collection agency. The Library is billed separately on a quarterly basis for the \$10.00 transmittal fee (per patron). This \$10.00 fee is added to the patron record and, if collected from the patron, is credited back to the Library.	\$125	\$250
No Service _____ Yes	None of the above. The Library will be billed by the MLS on the behalf of any contracting library for the Library’s patron delinquent reciprocal borrowed materials.	\$0	\$0
Total Paid to MLS			

Library: _____

Signature: _____

Print Name: _____