BY-LAWS

and

POLICIES

ANACORTES PUBLIC LIBRARY
BOARD OF TRUSTEES
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## MISSION STATEMENT

1
The mission of the library is to open doors to a world of information and education and to promote the value and pleasure of reading and education and other library resources.

GOALS OF THE LIBRARY

The goals of the Anacortes Public Library are to:

1. Promote and Support the Value of Learning.
2. Provide Resources to Enrich Lives.
3. Be a Community and Social Center.
4. Contribute to the Local Economy through Resource Sharing and Partnerships.

USE OF THE LIBRARY AND LIBRARY SERVICES

The library will serve all residents of the city of Anacortes. Service will not be denied or abridged because of religious, racial, social, economic, or political status. Persons residing outside of the geographical area of the City of Anacortes who own or rent property within the city limits will be considered residents.

The use of the library or its services will be limited when excessive demands of groups or individuals tend to curtail service to the general public.

The use of the library or its services may be denied for due cause. Such cause may include, but is not limited to, failure to return books or to pay penalties, destruction of library property, disturbance of other patrons, or any violation of the library rules of conduct on library premises.

Reviewed April 1983
Revised August 1992
Revised January 2006
Revised March 2007
Revised July 2009
Revised September 2011
ANACORTES PUBLIC LIBRARY

BY-LAWS OF THE BOARD OF TRUSTEES

ARTICLE I
Identification

The name of the organization is the Anacortes Public Library Board of Trustees in Anacortes, Washington.

ARTICLE II
Purpose

The purpose of the Anacortes Public Library Board is as an advisory board whose role is to represent the library both to the citizens and the appropriate governing officials of the City of Anacortes.

ARTICLE III
Members of the Board

Section 1. Number and Qualifications:

The Library Board, composed of five members appointed by the Anacortes City Mayor with consent of the City Council, represents the citizens of Anacortes. Appointments to the Anacortes Library Board are not limited to residents of the city of Anacortes, though a majority of the Board members must be City residents. Prospective Board members should be available to commit to a five-year term of office; to attend regular monthly Board meetings, retreats, special events, etc. (some of which may be out of town); and to participate on at least one Board or related library committee. They should also be able to listen and give credibility to all points of view and endeavor to represent different aspects of Anacortes’ community life and its diversity. They should also be library users and have a sincere commitment to the purpose and mission of the library.

Section 2. Terms of Office:

Trustees (as noted above) are appointed for a five-year term, unless the appointment is to fill an unexpired term. No Board member may serve longer than the term or unexpired term to which he or she has been appointed, unless that person is reappointed by the Mayor. No Board member may serve more than two full consecutive terms. (Note: A member appointed to serve an unexpired term who serves more than half that term is considered to have served a full term of office.) A former Board member may be reappointed to the Board after a lapse of one year, regardless of the previous number of full terms served. Trustee terms will be established so as to begin on the 1st day of January and end on the 31st day of December of the fifth year of appointment. An appointment to a full term delayed for any reason beyond the 1st day of January will be considered as an appointment to fill an unexpired term. Terms will be sequenced to ensure only one full term expires at the end of each calendar year.
Section 3. Disqualifications and Vacancies:

Any Trustee who misses three consecutive meetings or five meetings within one year without prior notification of his/her absence may be removed from office by Board recommendation to the Mayor, and subsequent vote by the City Council. Vacancies on the Board shall be filled via publication of the vacancy and request for interested candidates. Final candidate selection will be made by the Mayor with consent of the City Council.

Section 4. Officers:

- **Officers of the Board**: Will be President, Vice-President, and Secretary.
- **Election of Officers**: Officers will be elected at the regular annual meeting in April. Prior to this meeting the following scheduled actions should take place:
  - **February**: A Nominating Committee* comprised of one (seated) Library Board Officer and one other Board member (not an officer) shall meet to consider/propose a slate of officers to be formally presented to the Board at its March Board meeting.
  - **March**: The slate of proposed officers shall be presented by a member of the Nominating Committee for consideration. The newly elected officers will take office beginning with the May meeting. An officer may succeed himself/herself. Vacancies in office will be filled by vote at the next regular meeting of the Board after the vacancy occurs.
  - **April**: The Board elects its officers for the coming year.
  - **May**: The newly elected officers formally take office.
- **Officer Vacancies**: Vacancies in office will be filled by a quorum vote--in person or by proxy--of the remaining members at the next regular meeting of the Board after the vacancy occurs.
- **Duties of the Officers of the Board**: The duties of the officers are as follows:
  - The President presides at meetings of the Board and performs other duties considered customary of the President.
  - The Vice President assumes the duties of the President in the event of the absence or disability of the President.
  - The Secretary will keep an accurate record of all proceedings of the Board meetings.

Section 5. The Library Director:

The Library Director is an ex-officio member of the Board and therefore has no vote on Board issues.

Section 6. Ethics:

ARTICLE IV

Meetings

Section 1. Regular Board Meetings: The Library Board will meet on the second Monday of the month at 9:00 A.M. at the Anacortes Library or at the place designated during the preceding meeting. The April meeting will be the annual meeting, at which officers for the next year will be elected. The annual evaluation of the Library Director will take place in November of each year (see Addendum for suggested procedural steps for conducting the evaluation). Meetings are open to the public and will be announced in the local media.

Section 2. Special meetings of the Board: May be called by the President, or upon the written request of two members for the transaction of business as stated in the meeting request. Notice stating the time and place of any special meeting and its purpose will be given to each member of the Board at least seven days in advance of the meeting.

Section 3. Quorum: A quorum for transaction of business will consist of a simple majority.

Section 4. Order of Business at Regular Board Meetings will be:

1. Call to Order
2. Petitions to the Chair
3. Visitors and Staff
4. Adoptions/Amendment to Agenda
5. Minutes
7. Approval of Bills
8. President's Report
9. Director's Report
10. Committee Reports
11. Communications
12. Unfinished Business
13. New Business
14. Adjournment

Section 5. Parliamentary Authority: Robert's Rules of Order, latest revised edition, will govern the parliamentary procedure of Board meetings.

ARTICLE V

Amendments

These by-laws may be amended at any regular meeting of the Board with a quorum present, provided the proposed amendment was stated at the preceding meeting.

Approved September 1981
Reviewed April 1983
Revised August 1992
Revised January 2002
Revised December 2005
Revised May 2007
Revised June 2009
Revised July 2009
Revised September 2011
ADDENDUM

Suggested Procedural Steps re Conducting the Library Director’s Annual Evaluation

- **September-Early October:** A copy of the evaluation form to be used to evaluate the Library Director should be handed out to each Board member.

- **October:** The October meeting should have a required time set aside in Executive Session for the Director to be given an opportunity to go over her/his goals set with the Mayor the prior year, and to present how and why he/she feels those goals were met, those that were not met and why, and what additional goals were accomplished.

- **November:** Each Board Member should complete his/her Director evaluation form prior to the November Board meeting. Evaluations will be discussed with the Board as a whole in an announced Executive Session before the formal November Board meeting to come up with a final Evaluation reflecting consensus opinion on each item evaluated and any associated “comments.” **Note:** The *Public Library Trustee Manual (page 24)* states the “evaluation should be a positive experience, a time when the board can officially recognize the talents and skills of the director. Since evaluation is a constant process, suggestions for improvement can be offered by the board as part of a continuing effort towards a shared and dynamic future.” The November Board meeting should include an announced **Executive Session** at the conclusion of the formal meeting for the Board to present its final Evaluation to the Director, and for the Director to have adequate time to read and respond to the evaluation. The President of the Board should subsequently present a copy of the final Evaluation in a timely manner after the November Executive Session with the Director to the Anacortes Mayor for his/her review.
I. PURPOSE
The circulation policy of the Anacortes Public Library exists to facilitate community access to the materials and information contained in the Library’s collections.

II. ELIGIBILITY AND REGISTRATION
In order to borrow materials from the Anacortes Public Library, library users must register for an Anacortes Public Library card.

A. ACCEPTABLE IDENTIFICATION
All applicants for Borrower Cards must provide proof of his/her current residence and photo identification. Identification with only a post office box number is not considered adequate.

Children under 18 need a parent’s signature or ID and must be accompanied by a parent or guardian.

An exception to the photo ID will be made for permanent residents of Anacortes assisted living and nursing homes provided that they have proof of residency verified by the institution.

B. CITY RESIDENTS
Borrower Cards are issued without cost to:
1. Residents of the City of Anacortes
2. Individuals showing evidence of paying property tax to the City of Anacortes.
3. Individuals holding an Annual Business License from the City of Anacortes.

C. NON-RESIDENTS
1. An individual not eligible for a free Borrower Card may purchase a non-resident card for use by his/her household. The Board of Trustees sets the non-refundable non-resident fee annually.
2. Non-resident City employees receive free library cards.

D. Cards for children under the age of 16 must be obtained with the signature of the child’s responsible parent or legal guardian. The parent or guardian must meet the same eligibility and verification standards required for an adult card. Parents or guardians will be responsible for all items checked out on their children’s cards. A parent of a child age 16 and older who signed up for their card without parental signature may rescind their child’s library card at any time by submitting their request in writing to the library.
E. Cards are issued only to individuals.

F. Corporate or institutional cards are only issued at the discretion of the Library Director or his/her designated representative. The corporate or institutional cards will be for business use and not for the personal use of employees.

G. LIBRARY CARDS TO NON-CITY RESIDENTS FOR LARGE GIFT DONORS

PURPOSE: This policy exists to set guidelines for issuing library cards to non-city residents for large donations to the library.

ELIGIBILITY: A non-resident library card may be issued on request to large library donors who live outside of the city limits according to the following scale:

- Library card for one year for donations of $1,000 to $5,000
- Library card for two years for gifts of $5,000 to $20,000
- Library card for three year for gifts of $20,000 to $50,000
- Library card for five year for gifts of $50,000 to $100,000
- Library card for perpetuity for gifts of over $100,000

LIMITATIONS: Non-resident library cards issued under this policy except for the “card for perpetuity” category will be issued for one year at a time and may be renewed.

A. Each year up to and including the number of years established by the ELIGIBILITY guidelines in Section II.

B. The donor will provide proof of identity and requires verification of the gift form Library Administration.

C. The card will be issued to one donor for his/her use for family members who reside at the donor’s address.

III. LOAN PERIOD AND LIMITS

A. LOAN LIMITS: Resident library cards may have up to 50 items checked out at any time. Non-resident household cards may have up to 100 items checked out at any time.

B. LOAN PERIODS: The majority of books within the library’s collection may be borrowed for 28 days. If the due date falls on a holiday when the library is closed, the loan period will be extended until the next day that the library is open. Special loan periods have been established for the following library materials:

- Magazines: Fourteen (14) days
- Audio Cassettes: Fourteen (14) days
- CDs: Fourteen (14) days
- DVDs: Seven (7) days
- Video Cassettes: Seven (7) days
C. **RENEWALS:** One renewal of items with standard loan periods is permitted if the item is not reserved for another library user.

D. **NON-CIRCULATING ITEMS:** Non-circulating items may not be taken out of the building. The Library Director or Librarian may grant exceptions to this rule.

E. **RETURN OF ITEMS:** The Library has book drops at the rear entrance of the building. Items may also be returned to the inside book return drops.

IV. **FINES AND FEES**

A. **FINES:** The Library does not charge fines for overdue materials.

B. **INTERLIBRARY LOAN:** The Library charges a modest fee per item for postage reimbursement.

C. **LOST and/or DAMAGED ITEMS:** Under RCW 27.12.340 wilfully retaining library materials is a class 4 civil infraction. Lost, damaged or destroyed materials must be paid for at replacement cost plus a processing fee as determined by the director. Items billed as lost that are returned in good condition may generate a credit against the amount being collected.

D. **WAIVER OF FEES:** The Library Management has the option of waiving or reducing lost or damaged item fees if he/she determines that extenuating circumstances so warrant.

E. **REFUNDS:** Once payment has been collected for lost items no refunds will be issued. Exceptions may be made at the Library Director’s discretion.

F. **COLLECTION OF DEBT:** Under RCW19.16.500 the City of Anacortes has the authority to use a collection agency for debt collection. Collection agency fees are the responsibility of the patron. Library privileges will not be reinstated until collection fees are paid.

V. **DENIAL OF BORROWING PRIVILEGES:** Borrowing privileges will be denied when fees of $13.00 or more are owed, or fees of any amount remain outstanding for more than 90 days.

VI. **RESPONSIBILITY:** Library users are responsible for all materials checked out on their card or on the cards of the children for whom they have assumed responsibility.

Reviewed April 1983  Revised March 2007  Revised December 2009
Reviewed June 1985  Revised April 2007  Revised June 2010
Reviewed September 2001  Revised March 2008  Revised December 2012
Reviewed January 2006  Revised June 2008  Revised September 2016
Reviewed June 2006  Revised July 2009

ANACORTES PUBLIC LIBRARY
COLLECTION AND RETENTION OF LIBRARY RECORDS

A. USER REGISTRATION INFORMATION

Only information necessary to locate and identify the user for the purpose of circulation of library materials is to be collected. Information is to be kept in as accurate and current a manner as possible. Information no longer necessary for this purpose is to be discarded in as timely a manner as possible.

B. USER CIRCULATION INFORMATION

Only information needed for the retrieval and proper management of the circulation of library materials is to be retained. Information is to be deleted from circulation records when materials are returned to the library in satisfactory condition.

C. ELECTRONIC ACCESS INFORMATION

Signed Internet user agreements are required for minors under 18 for use of unfiltered Internet. Information is to be deleted when no longer needed for this purpose.

D. INFORMATION REQUIRED TO PROVIDE LIBRARY SERVICES

Information is collected to provide other library services. These include, but are not limited to, interlibrary loans, meeting room use, program attendance, request for purchase of materials, and equipment use. These files will be purged in a timely manner when the information is no longer needed.

Approved June 2004
Revised May 20, 2008
Reviewed July 2009
ANACORTES PUBLIC LIBRARY

POLICY REGARDING CONFIDENTIALITY OF LIBRARY RECORDS

A. It is the policy of the Board of Trustees of the Anacortes Public Library to ensure the privacy of the users of its services and to consider any library records to be confidential in nature. No records of library resources used by patrons or provided for patron use shall be made available to members of the public, the press, or any agency of state, federal, or local government, except pursuant to such process, order, or subpoena as may be authorized under the authority of and pursuant to federal, state or local law relating to civil, criminal, or administrative discovery procedures or legislative investigatory power.

B. Library records are for the sole purpose of protecting public property and are not to be used directly or indirectly to identify the types of materials used by individual library patrons. The parent(s) or guardian(s) of a minor child who has/have signed permission for the child’s APL card will be given access to the child’s circulation records ONLY if the parent(s) or guardian(s):
   a. is/are in possession of the child’s library card OR
   b. has/have received a lost, damaged material, or overdue notice IF the parent(s) or guardian(s) provides appropriate identification establishing his or her identity.

C. Patron records of items checked out are deleted as soon as items are returned; they are retained only if the patron has unresolved issues with damaged items, items with missing parts, or with items patrons claim they have returned.

Approved January 2006
Revised May 20, 2008
Reviewed July 2009
ANACORTES PUBLIC LIBRARY

POLICY ON COOPERATION WITH OTHER LIBRARIES

A. No single library can meet all demands in its community. Libraries in different political subdivisions working together, sharing their services and resources, can more nearly meet the full needs of their users. The Board members and the Library Director will be alert to opportunities for cooperation with other libraries to strengthen the services and resources of the library. For current reciprocal borrowing agreements, see appendix.

B. Interlibrary loan (ILL) is a process through which library materials, or a copy of the material, are made available by one library to another upon request. The purpose of interlibrary loan is to obtain requested library materials not available at the Anacortes Public Library. The Board and Library Staff will encourage and support use of interlibrary loan to expand the availability of materials to library patrons.

The Anacortes Public Library complies with Federal copyright law and CONTU (National Commission of New Technological Uses of Copyrighted Works) guidelines, which established the following guidelines for copying for interlibrary loan: Requests for photocopies must include the copyright warning and the library user must acknowledge awareness of the copyright warning.

Reviewed April 1983
Reviewed August 1992
Revised January 2006
Revised August 2009
ANACORTES PUBLIC LIBRARY

POLICY ON GIFTS TO THE LIBRARY

A. Books and other materials will be accepted on the condition that the Library Director has the authority to make whatever disposition he or she deems advisable. The Anacortes Public Library welcomes gifts of books, audio visuals, magazines, and other material. (See Anacortes Public Library Donation Form and Receipt for Donation Guidelines). The library applies the same selection criteria to donated items as it does to purchased materials. Materials that do not meet these criteria will be offered to the Anacortes Friends of the Library.

B. Donations to the library are tax deductible. However, the library staff is not able to assess the value of donations. A Donation Agreement Form and Receipt can be provided on request.

C. Cash donations are welcome and are tax deductible. Inherent in large gifts, particularly “restricted gifts” such as those given for the development of specialized collections, are hidden or “indirect” costs that impact the operation of the library. Large “restricted gifts” are defined as $2,000 or more. Indirect costs include but are not limited to administration, staff wages, processing materials and supplies, and some building-related infrastructure costs. The library will request that 20% of the gift be used to help defray the indirect costs. Since most cash donations for “restricted gifts” are made to the Anacortes Public Library Foundation, both the Foundation and the Library Board will be informed of any such proposed gifts. The indirect costs of large “restricted gifts” will be discussed with potential donors prior to receipt of the donation.

D. A Cumulative Reserve Fund will be set up to accumulate money contributed to the Library. The Fund will receive money for specific projects the contributor designates, or to support projects the Library Board of Trustees selects. Its purpose is as a permanent endowment fund to aid in the expansion of Library services. The Fund money may not be used for operating expenses normally covered by tax levies. The Board will seek and encourage donations to and testamentary provisos for the Fund. This Reserve Fund will include no tax monies. Disbursement of these funds is at the discretion of the Board.

E. A Library Endowment Fund was established by Anacortes Ordinance No. 2643 to receive funds and/or other valuable property donated or bequeathed to assist in creating a permanent source of funds for the Anacortes Public Library. This fund will not include tax monies. Any interest received from investment of fund monies shall remain in the fund until the accumulated principal has reached the sum of $500,000, after which annual earned interest may be expended as directed by majority vote of the Library Board of Trustees. Principal in this fund in excess of $500,000 may also be expended by a vote of the majority of the Library Board of Trustees plus one additional vote of the Board.

Reviewed April 1983 Revised May 2007
Revised August 1992 Revised January 2010
Revised January 2006

ANACORTES PUBLIC LIBRARY
COLLECTION DEVELOPMENT POLICY

A. General Selection Criteria: Selection is a discerning and interpretive process, involving subject knowledge and recognition of the needs of the community. Materials are judged on the basis of the content and style of the work as a whole, not by selected portions or passages. The library strives to collect and make available a balanced collection reflecting differing points of view. The criteria for selection, acquisition, gifts, multiple copies, reconsideration, replacement, and withdrawal of materials for all age groups in all formats include:

- public demand
- popular author
- critical reviews
- space limitations
- local or national significance
- accuracy
- authoritativeness
- quality of the physical format
- scarcity of material on the subject
- price and budgetary considerations
- permanent or timely value
- clear presentation
- materials reflecting all sides of issue
- reputation of publisher
- availability of material elsewhere
- importance of subject matter to the collection (materials of doubtful value are occasionally included for their timeliness)

An item need not meet all of these criteria to be accepted. The library tries to order materials that are cost-effective, using reliable vendors.

B. Deselection (weeding) is an important part of collection development. The professional staff evaluates the collection on an ongoing basis to determine whether materials should be removed. Candidates for weeding include items which:

- no longer meet the selection criteria
- low-demand items or duplicate copies of low-demand materials
- damaged materials materials with inaccurate, outdated information with no historical or research value

C. Censorship and Reconsideration of Materials: The Library believes in information for all and does not practice censorship. Patrons may submit a Request for Reconsideration of Library Material form for material that he/she considers objectionable. A procedure is in place for handling such requests. The Library Director will refer unresolved requests to the library Board.

Approved September 20, 2000
Revised January 2006
Revised May 20, 2008

Reviewed August 2009
Revised February 2013
Revised May 20, 2008
ANACORTES PUBLIC LIBRARY
MEETING ROOMS POLICY

PURPOSE

The Anacortes Public Library (APL) is committed to providing access to meeting rooms that foster community engagement and support the Library’s Mission Statement and in the spirit of the American Library Association’s Bill of Rights. The APL provides access to its public meeting rooms in an equitable manner to non-commercial organizations engaged in educational, cultural, intellectual, charitable or civic work for these purposes. There is no charge for use of the meeting rooms. The staff of the APL handles the reservations and questions regarding the use of the rooms.

Uses of the meeting rooms that will materially and substantially interfere with the operation of the APL, such as those uses that produce excessive noise, a significant safety hazard, or a significant security risk will not be permitted.

The meeting rooms in the APL may be reserved for use by educational, civic, cultural, and governmental groups when no admission charge is made. The meeting rooms are not available to commercial enterprises (organizations that promote or cause the sale of property or services for monetary gain) or for purely private functions (such as association or membership meetings, receptions, showers, birthday parties or dances, etc.) unassociated with the APL as a community entity. Exceptions may be made for meetings, short-term classes, institutes, discussion groups, and forums and a small fee charged. In fairness to the numerous groups in the community, the APL will not accept reservations for a series of meetings that would designate the APL as the regular meeting place.

RESERVATIONS FOR COMMUNITY ROOM

- Meeting room reservations are non-transferable between different organizations.
- No group or individual may reserve the meeting room more than once a calendar month.
- Events can be booked between the hours of 7:00am to 10:00pm. The reservation period must include all room setup, take-down, and cleanup.
- All events must be open to the public at no charge and may not be restricted to any particular group.
- The maximum capacity of the Community Meeting Room is 90 chairs, or 50 chairs with 12 tables.
- Events may be booked up to 90 days in advance.
- Events may not be reserved for the same day of the week more than once in any one calendar month or 30-day period.
- No products or services may be advertised, solicited or sold, with the exception of books and other resources sold at library-sponsored events.
• No fundraising events may be held in the meeting room except for library sponsored events, such as by the Library Foundation or Friends of the Library.
• Groups are limited to reserving a meeting room once per month. To ensure that meeting rooms are available to a variety of groups, the APL may limit room use for particular organizations if abuse or non-compliance is detected, or if similar types of organizations are using the room with such frequency that equitable use is in question.

Reservations are made on a first come, first served basis. Library-sponsored programs have first preference. The APL reserves the right to cancel meeting room reservations due to construction, emergency closures or other unforeseen conflicts.

USES

Due to the high volume of requests, the following uses are prioritized in the following order:

1. Library sponsored activities
2. Activities by the Library Board of Trustees, Library Foundation or Friends of the Library
3. Meetings or activities of committees or boards of local government
4. Other non-commercial organizations engaged in educational, cultural, intellectual, charitable or civic work.

Groups wishing to use the meeting rooms are approved at the discretion of the Library Director. Meeting room space is reserved by completing the attached “Use Agreement” form. The person signing the “Use Agreement” form will be held responsible for any damage that might occur. The library should be notified of any cancelled meetings. The person reserving the meeting room must be an adult (at least 18 years of age). An adult must be in attendance during the use of the meeting room.

Use of the meeting rooms does not constitute APL endorsement of the viewpoints expressed by the participants in the programs. No advertisement or announcement implying such endorsement is permitted. Storage of goods by organizations using the meeting room is not permitted.

Commercial films may not be shown unless the meeting is sponsored by the APL or permission has been granted by the Library Director.

Exceptions to the Meeting Rooms Policy must be approved by the Library Board of Trustees. However, the Library Director is granted the power to waive rules if, in his/her judgment, emergency or other conditions warrant this action. The Library Director must report all such waivers to the Library Board of Trustees at its next regularly scheduled meeting.
Friends of the Library Community Meeting Room

The Friends of the Library (FOL) Community Meeting Room provides meeting space for the general public. All meetings must be concluded and the building vacated by 10:00 pm. Organizations using the Community Meeting Room may not charge an admission fee and will only be permitted to make sales under the following conditions:

1. The sales must be confined to the Community Meeting Room and no effort can be made to solicit other library patrons.
2. Making a purchase must in no way be a requirement for attending the meeting.
3. The sales must be an inconsequential part of the program scheduled for the Community Meeting Room.

Admission may be charged for programs sponsored by the APL and its affiliated organizations and the sale of goods that directly or indirectly benefit the APL will be permitted. When an author takes part in a library-sponsored program, the APL may arrange for the sale of the author’s works at the program.

Study Rooms

There are four study rooms located within the library serving 2-6 persons. Use of these rooms is primarily intended for those persons receiving instruction, groups working on a project, or groups studying together.

- The rooms may be reserved for no more than 2 hours per day, and up to 3 times a week.
- These rooms are not intended for commercial use.
- For individual booking two-person maximum capacity room use will be used first.
- Reservations will be held for up to 15 minutes into the reservation, and then made available to other patrons if there is a “no show” when all other rooms are full, and the room on reserve is requested.
- When the rooms are not in use, the spaces will be available for quiet study, small group study, program space, or staff workspace depending on the needs of the APL as determined by the APL staff.

USE OF AUDIO VISUAL (AV) EQUIPMENT

- Assistance with AV equipment should be arranged prior to the event by calling Library Technology Assistance at (360)299-1943.
- Equipment settings should not be changed except as necessary to adjust volume or to fit the screen.
- The Loop equipment must be checked out by the user. Headphones are available at the service desk.
- The AV keys must be signed out at the service desk during APL open hours by the responsible person who has signed the Use Agreement. The keys may be collected up to 48 hours prior to the event.
- The keys may be returned at the service desk during open hours or if after hours, dropped into the outside book drop at the back of the building on 9th Street.
• All equipment must be turned off and all remote controls, microphone(s) and cables returned to the AV drawer(s) and the drawers locked at the end of the event.
• When all closing procedures have been taken care of, all keys must be returned to the APL service desk during business hours or into the outside book drop if the library is closed.

CLEAN UP
• Storage of goods by organizations using the meeting rooms is not permitted.
• All decorations and equipment brought in by the user must be removed.
• Chairs and tables must be put back in original location.
• All refreshment items must be removed.
• Counters and sink must be cleaned.
• Floor vacuumed and spills cleaned as necessary.
• Empty garbage cans and place refuse in dumpster behind library. Reline cans with bags provided.
• All equipment and lights must be turned off. Confirm lobby restrooms are unoccupied.
• Damage/cleaning fees may be charged if room is not left in the same condition as it was received prior to the event.

PUBLICIZING
Use of the meeting rooms does not constitute APL endorsement of the viewpoints expressed by the participants in the programs. No advertisement or announcement implying such endorsement is permitted. Groups may only note the APL is the location of the event. Publications of events using the APL in the title of the program or in the body of the announcement by groups reserving the room is not permitted.

BEHAVIOR
The APL staff reserves the right to enter any reserved meeting room at any time and for any purpose and further reserves the right, although do not assume the duty, to eject any objectionable person or persons from the library premises.

Failure to comply with this policy rules will result in withdrawal of room reservation privileges. The decision to deny use of a library meeting room may be appealed in writing to the Library Director. The Library Director will provide a written response to the request.

The APL Board of Trustees delegated to the Library Director or his/her designee the authority to develop and implement procedures and practices that carry out the provisions of this policy.

Approved February 1977 Revised July 2007
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FRIENDS OF THE LIBRARY COMMUNITY MEETING ROOM USE
AGREEMENT

• The Library should be notified of any cancelled meetings.
• The meeting room cannot be advertised as a designated, regular meeting place.
• The meeting or event cannot be advertised as a Library program.
• All meetings must be concluded and the building vacated by 10:00 pm.
• Commercial films may not be shown unless the meeting is sponsored by the library or the library director has granted permission.
• Only one community meeting room use per month by an individual or group permitted.

Name of group/individual:

__________________________________________________________

Type of activity: ____________________________ Estimated attendance: _______ Responsible party/contact person:_____________

Address:

__________________________________________________________

Business phone: ___________________________ Home phone:___________________________

USER RESPONSIBILITIES:

1. Application form: The form must be signed by an adult (at least 18 years of age) who is the responsible party/contact person for the group. An adult (at least 18 years of age) must be in attendance during the use of the meeting room.

2. Key pickup & return: If the meeting is scheduled outside of regular library business hours the key may be checked out from 48 hours before the event up to 4:00 p.m. the day before by the person signing the application or his/her designated representative. The key and must be returned into the
outside book drop after all doors have been securely locked at the end of the event.

3. **Entering the Meeting Room when the Library is closed:** Use the key to enter the West End Lobby doors. Unlock the meeting room door. Prop open the meeting room exit doors. Then relock the West End Lobby doors. Attendees should enter and exit through the meeting room doors. (DO NOT unlatch or otherwise operate the main library entry automatic doors under any circumstances other than emergency evacuation of the building.)

   4. **General cleanliness:** including foyer, bathrooms and grounds:
      ✓ All decoration and equipment brought in by the user must be removed.
      ✓ Chairs and tables put back in original location.
      ✓ All refreshment items removed.
      ✓ Counters and sink cleaned.
      ✓ Floor vacuumed and spills cleaned as necessary.
      ✓ Empty garbage cans and place refuse in dumpster behind library. Reline cans (bags are provided).
      ✓ All equipment and lights turned off. Check that restrooms are unoccupied.
      (Damage/cleaning fees may be charged if room is not left in the same condition as it was received prior to the event.)

5. Assistance with AV equipment should be arranged prior to the event by calling Library Technology Assistance at (360) 299-1943.
   ✓ Equipment settings should not be changed except as necessary to adjust volume or to fit the screen.
   ✓ The Loop equipment must be checked out by the user. Headphones are available at the service desk.
   ✓ **All equipment should be turned off and all remote controls, microphone(s) and cables returned to the AV drawer(s) and the drawers locked at the end of the event.**
   ✓ The AV keys must be signed out at the service desk during Library open hours by the responsible person who has signed the agreement. You may collect the keys up to 48 hours prior to your event.
   ✓ Return the keys at the service desk during open hours or if after hours, you may drop them into the outside book drop at the back of the building on 9th street.

6. **Closing:** MEETING ROOM USERS ARE RESPONSIBLE FOR SECURING THE LIBRARY BUILDING OUTSIDE OF REGULAR BUSINESS HOURS. Check restrooms to confirm that all attendees and public have vacated the building and that ALL MEETING ROOM AND
LOBBY DOORS ARE SECURELY LOCKED BEFORE EXITING. DROP THE KEY INTO THE OUTSIDE BOOK DROP ON 9TH STREET. A/V Drawer keys must be returned promptly and may also be returned into the book drop.

☐ (initial) I have read and understand the Meeting Rooms Policy.

I agree to the above regulations and understand that failure to comply may result in a loss of meeting room privileges.

Signature_____________________________________________________Date________________

ANACORTES PUBLIC LIBRARY
MISCELLANEOUS POLICIES

A. TELEPHONE USAGE: Anacortes Library patrons may use the telephone as long as the privilege is not abused and does not interfere with the business of the library. All calls must be necessary and short in length. Only one person may use the telephone at a time. No long distance calls are allowed unless it is an emergency. Cell phones brought into the library must be set to Vibrate or Silent/Mute. Patrons wishing to make calls must do so in the lobby area and are required to move to the lobby to continue conversations when calls are received in the library.

   Reviewed April 1983
   Revised August 1992
   Revised January 2006
   Revised July 2007
   Revised December 2009

B. PETS: Animals are not allowed in the library unless they are service dogs; or unless they are specifically authorized by library staff. Animals that are tied outside the building must not impede patrons using the building.

   Reviewed September 1997
   Revised September 1997
   Reviewed January 2006
   Reviewed November 2009

C. DISPLAYS: Displays in the library will be allowed only if they are approved, supervised, and controlled by library staff under the authorization of the Library Director. The objects to be displayed and their manner of arrangement need not be library property, but must support goals, policies, and objectives as established by the Board. Other individuals rather than library staff may work on the displays and will be given such freedom or direction as deemed necessary by the individual staff supervisor.
D. PETITIONS AND SOLICITATIONS:

PURPOSE
The following policy has been adopted in order to provide for the public’s reasonable and safe use of the Anacortes Library for its primary intended purpose and to balance this interest in a fair manner with the interests of members of the public desiring to use library property for charitable or public forum activities.

Definition
Solicitation activity is defined as asking members of the public for money, votes, petition signatures, support for issues or candidates, to participate in surveys and the selling of any goods or services. Selling of any goods and services for non-charitable private gain anywhere on library property is prohibited. Library staff or volunteers participating in approved library charitable activities are exceptions to this policy.

Policy
To minimize disruptions to staff and patrons, the library prohibits solicitation and/or petition circulation within the interior library spaces and the entry lobby of the library building. Certain areas outside of the library may be used by the public to solicit or gather petitions if the solicitors adhere to the following regulations:

Regulations
• Petitioners/solicitors and their furniture or equipment must not hinder or block the entrances/exits to the library or create potentially unsafe conditions to library staff, patrons, or to the general public. Library patrons may not be blocked from accessing or exiting the Library, harassed, threatened or be unwillingly detained by persons engaged in solicitation activity or the gathering petition signatures.
• Petitioners/solicitors and their furniture or equipment may only be stationed on the library property on the north/south sidewalk leading from 10th Street to the main entrance but not within 60 feet of the doors. Furniture must be limited to one table per petitioner/solicitor group. No petitioning or soliciting activity or equipment placement shall occur within 10 feet of the exterior perimeter of any other library entrances or exits.
• Persons who fail to comply with any of the above policies or procedures will be asked to leave the library premises and may be barred in the future from using any library property for solicitation activity or gathering of petition signatures.
ANACORTES PUBLIC LIBRARY

INTERNET ACCESS POLICY

In offering access to the Internet, the goal of the Anacortes Public Library is to enhance its existing collections in size and depth, and to provide free, open and equal access to ideas and information to all members of the community. **As with all library materials, parents or guardians, not the Library Staff, are responsible for the Internet information selected/accessed by their children and are advised to supervise their children’s Internet sessions.** Parents may restrict only their own children from access to Internet resources.

The Anacortes Public Library has no control over the information accessed through the Internet and cannot be held responsible for its contents. Access to the Internet is voluntary, and library patrons use the Internet at their own risk. Patrons are required to act in a manner consistent with the Library Code of Conduct and to adhere to the City of Anacortes policies regarding appropriate use of City communications and equipment. No illegal or obscene materials may be accessed or displayed as defined in Washington RCW, Chapters 9.68 and 9.68a. Federal, State, or local laws or regulations including those regarding accessing, viewing, and distributing obscenity or child pornography also apply.

**Guidelines for using the Internet**

1. All patrons must agree to the Internet use agreement which is located on the computer login screens. **Youths under 16 years of age and their parent/guardian** will be required to complete, sign and have a parental consent form on file to access the Internet. **A parent of a child age 16 and older may rescind their child’s Internet privileges at any time by submitting their request in writing to the library.**

2. Internet stations are available on a first-come, first-served basis, and time limits are imposed as needed to ensure access for all.

3. Misuse of computers or Internet access will result in loss of computer privileges. Misuse includes, but is not limited to:
   - Behavior that is prohibited by law (see above)
   - Damaging computer equipment, software or data
   - Interfering with system operations, integrity or security
• Using the Internet for any illegal activity
• Disrupting the use of workstations by other patrons
• Attempting to gain access or use another person’s files or authorization code
• Engaging in any activity that is deliberately offensive or creates an intimidating or hostile environment
• Failure to comply with time limits
• Refusing or ignoring a staff person’s request to give up a computer

Staff assistance
Library staff will assist library users in whatever way they can to locate materials. Access to the Internet, however, is only one of many services offered at the library. Staff will be able to offer some searching suggestions, but cannot provide in-depth training concerning Internet access or personal computer use.

Approved June, 2000   Revised January 2006   Revised August 2016
Revised June 2005   Revised January 2008

ANACORTES PUBLIC LIBRARY

DISRUPTIVE PATRON POLICY

RCW 27.12.290 Violators may be excluded. A board of library trustees may exclude from the use of the library under its charge any person who willfully and persistently violates any rule or regulation prescribed for the use of the library or its facilities or any person whose physical condition is deemed dangerous or offensive to other library users.

DISRUPTIVE BEHAVIOR is any activity which disrupts the library, endangers the perpetrator or others, or interferes with the library business of other patrons or staff

A patron whose behavior is determined to be disruptive will first be notified that the behavior is inappropriate. This includes, but is not limited to activities cited in RCW 27.12.290, activities that preclude or prevent the library following its mission, and items listed in the library “Code of Conduct”. If the behavior continues, that patron will be asked to leave the library. If the patron refuses to leave, local law enforcement officials will be called. Disruptive behavior on the part of a library patron may result in the possible denial of access to the library and to library materials, for a period of time, to be determined by the library director or his/her designee.

Approved January 6, 1998
Revised January 2006
Revised March 16, 2010
ANACORTES PUBLIC LIBRARY

CHILD SAFETY POLICY

We welcome your children to the Anacortes Public Library and want them to feel safe and comfortable and to have a wonderful experience while here. The Library staff strives to provide a safe environment for all patrons, and we ask parents/legal guardians and caregivers to do their part to ensure that this occurs.

1) CHILDREN AGED 7 OR UNDER MUST BE ACCOMPANIED IN THE LIBRARY BY A PARENT/LEGAL GUARDIAN OR CAREGIVER AT ALL TIMES. THE LIBRARY CANNOT ASSUME RESPONSIBILITY FOR THE SAFETY OF YOUNG CHILDREN.

The layout of our Library, with its “enticing” stairway and elevator, many rooms, nooks and crannies, makes it difficult sometimes to see patrons. This is especially true for small children who may become frightened or anxious if a parent/legal guardian is out of view and may run off looking for them. Adults must keep their young children with them at all times, throughout the Library, including the restrooms.

Note: Children aged 3-7 who are attending a Library-sponsored program may be left unattended for the duration of the program; however, a parent/legal guardian or caregiver should remain in the building and then be available to pick up the child at the end of the program. (Children under age 3 may NOT be left unattended.)

2) CHILDREN AGED 8 AND OVER MAY BE LEFT UNATTENDED, AT THE DISCRETION OF THE PARENT/LEGAL GUARDIAN OR CAREGIVER.

Children aged 8 and over may be left alone to research an assignment, complete homework, attend a Library program, or for a period of time to choose books and/or read in the Library. Children are expected to behave appropriately, conducive to
maintaining a comfortable atmosphere for all patrons. [See the “Some Dos and Don’ts” guidelines posted in the Library.] Library staff will ask patrons to stop disruptive or inappropriate behavior. The Library also reserves the right to ask patrons to leave the Library if such behavior continues.

Children must know how to reach a parent/legal guardian or caregiver in case of an emergency, and both children and adults should be aware of Library hours. **Under no circumstances are staff permitted to transport or escort an unattended child home or to any other destination. If a parent/legal guardian cannot be reached by the time the library closes, library staff will call the police to take custody of the child.**

Approved September 19, 2002
Revised January 2006
Revised February 2013

ANACORTES PUBLIC LIBRARY

POLICY ON USE OF LIBRARY ELECTRONIC SIGN FOR CITY EVENTS

I. **Purpose:**
The “Use of Library Electronic Sign for City Events” policy of the Anacortes Public Library sets guidelines for the use of the sign for non-Library events.

II. **Eligibility**
Library events will have first priority for inclusion on the electronic sign. Other messages may be posted on the sign and must meet at least one of the following criteria and must be approved by Library Administration:
   A. Events that are a collaborative effort between the library and another City Department or another business or institution
   B. Non-library events sponsored by the City
   C. Non-library events that clearly fall within the defined mission of the library, are sponsored by other groups, held in the library, open to the public, and free of charge.*

III. **Availability**
   A. Library sponsored events will take precedence over all other requests to use the sign
   B. Requests to use the sign must be made in writing and include the following information:
      1. Date of event
      2. Name of event
      3. Brief description of the event
      4. Sponsoring organization
      5. Contact information
   C. Time restrictions for use of the sign
      1. Library events have no time restriction
2. Approved events may be posted on the sign for up to but no longer than one week

*Library Mission Statement*

The mission of the Anacortes Public Library is to open doors to a world of information and education and to promote the value and pleasure of reading and other library resources.

Approved July 18, 2006

APPENDIX
Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Free Access to Libraries for Minors
An Interpretation of the Library Bill of Rights

Library policies and procedures that effectively deny minors equal and equitable access to all library resources available to other users violate the Library Bill of Rights. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the Library Bill of Rights states, "A person’s right to use a library should not be denied or abridged because of origin, age, background, or views." The "right to use a library" includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, educational level, literacy skills, or legal emancipation of users violates Article V.

Libraries are charged with the mission of developing resources to meet the diverse information needs and interests of the communities they serve. Services, materials, and facilities that fulfill the needs and interests of library users at different stages in their personal development are a necessary part of library resources. The needs and interests of each library user, and resources appropriate to meet those needs and interests, must be determined on an individual basis. Librarians cannot predict what resources will best fulfill the needs and interests of any individual user based on a single criterion such as chronological age, educational level, literacy skills, or legal emancipation.

Libraries should not limit the selection and development of library resources simply because minors will have access to them. Institutional self-censorship diminishes the credibility of the library in the community, and restricts access for all library users.

Children and young adults unquestionably possess First Amendment rights, including the right to receive information in the library. Constitutionally protected speech cannot be suppressed solely to protect children or young adults from ideas or images a legislative body believes to be unsuitable for them. Librarians and library governing bodies should not resort to age restrictions in an effort to avoid actual or anticipated objections, because only a court of law can determine whether material is not constitutionally protected.

The mission, goals, and objectives of libraries cannot authorize librarians or library governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents. As "Libraries: An American Value" states, "We affirm the responsibility and the right of all parents and guardians to guide their own children’s use of the library and its resources and services." Librarians and governing bodies should maintain that parents—and only parents—have the right and the responsibility to restrict the access of their children—and only their children—to library resources. Parents who do not want their children to have access to certain library services, materials, or facilities should so advise their children. Librarians and library governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child.

Lack of access to information can be harmful to minors. Librarians and library governing bodies have a public and professional obligation to ensure that all members of the community they serve have free, equal, and equitable access to the entire range of library resources regardless of content, approach, format, or amount of detail. This principle of library service applies equally to all users, minors as well as adults.
Librarians and library governing bodies must uphold this principle in order to provide adequate and effective service to minors.

1See Erznoznik v. City of Jacksonville, 422 U.S. 205 (1975). “Speech that is neither obscene as to youths nor subject to some other legitimate proscription cannot be suppressed solely to protect the young from ideas or images that a legislative body thinks unsuitable [422 U.S. 205, 214] for them. In most circumstances, the values protected by the First Amendment are no less applicable when government seeks to control the flow of information to minors. See Tinker v. Des Moines School Dist., supra. Cf. West Virginia Bd. of Ed. v. Barnette, 319 U.S. 624 (1943).”


Request for Reconsideration of Library Material

The Anacortes Public Library welcomes the opportunity to discuss the interpretation and application of the library’s material selection principles. So that the library will have an accurate understanding your comments, please complete the following form concerning the material in question.

1. Patron’s name:
   Address
   City State Zip
   Phone E-mail address

2. Request represents: __ Self; __Organization (Please specify)__________________________

3. Objection is to: __book; __sound recording (spoken or music); __magazine; __film
   __other (describe) __________________________________________
   Author: _____________________________
   Title: ____________________________________________
   Publisher (if known) ___________ Date (if known)_______________

4. Did you read the entire book, or see or listen to the material in its entirety?

5. To what portion of the publication do you object? (Please be specific and cite the pages; use additional sheets if necessary).

6. Have you read any reviews of this book/material published in journals or online? (If so, include name of publication or website)

7. Can you recommend a better publication of this kind?

8. For what age group would you recommend this item?

9. Why did you select this book or material?

10. What would you like your library to do about this book?
a. __move it to a different location in the library (please specify)__________
b. __withdraw it from all readers

c. __Send it back to the librarian for reevaluation

Date: ___________ Patron’s signature: ______________________________

Thank you for your interest. Your comments will be forwarded to the Library Director who will respond to you by letter.

4/16/08

CODE OF CONDUCT

For the comfort and safety of patrons, volunteers, and staff, and the protection of Library property, the following actions are examples of conduct not allowed on Library property:

- Engaging in any activity in violation of Federal, State, local, or other applicable law, or Library policy.
- Failing to comply with a reasonable staff request.
- Engaging in verbal or physical disruptive behavior.
- Stealing, damaging, altering, or inappropriate use of Library property in Library facility or on Library grounds.
- Trespassing in nonpublic areas, being in the Library without permission of an authorized library employee before or after Library operating hours, or inappropriate use of Library grounds including the playground.
- Using audible devices without headphones or with headphones set at a volume that disturbs others. Cell phone and pagers must be set to “Silent” or “Vibrate.”
- Using restrooms for bathing or shampooing, doing laundry, or changing clothes.
- Covered drinks are permissible.
- Using wheeled devices inside the library building or on walkways. Only standard-sized manual or motorized wheel chairs are permitted in the library and on walkways.
- Neglecting to provide proper supervision of children (See Child Safety Policy)
- Bringing pets or animals into the Library, except for service animals necessary for disabilities or as authorized by library staff.
- Shoes and shirts are required while in the library.
- Lying down or sleeping is not permitted anywhere in the library.

Revised 11/19/13
INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BURLINGTON AND THE CITY OF ANACORTES
TO ESTABLISH A PILOT PROJECT
FOR RECIPROCAL LIBRARY BORROWING

This Interlocal Agreement is made this 14th day of August, 2009, the City of Burlington, hereinafter referred to as Burlington, and the City of Anacortes, hereinafter referred to as Anacortes.

Whereas, the City of Burlington also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Burlington; and

Whereas, the City of Anacortes also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Anacortes; and

Whereas, the Burlington City Council and the Board of Trustees of the Burlington Public Library (hereinafter referred to as BPL) and the Anacortes City Council and the Board of Trustees of the Anacortes Public Library (hereinafter referred to as APL) find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, both Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: This Agreement shall commence on September 1, 2009. On or before January 1, 2011, this Agreement will be evaluated and a recommendation will be made to both Cities on the continuance of a permanent reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

   (a.) “Resident Cardholder” means a library cardholder who resides within the city limits of the City of Burlington or the City of Anacortes, as well as those entitled by the policies of each library to a resident library card. For the

7/16/2009
purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders 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 a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library 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 cardholder at the Owning Library.

2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of BPL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of APL; likewise a cardholder of APL, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of BPL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review. The Directors of both Libraries will review the effectiveness of this Agreement quarterly and will submit a quarterly report to their governing bodies three (3) months before the end of the project, so that there is time to extend or renew the Agreement before the end date.

6. Financing. Each Party will bear its own cost of performing under this Agreement.

7. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

7/16/2009
8. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

9. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

10. Applicable Law-Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

11. Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

12. Concurrent Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

14. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
15. Entire Agreement. This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

CITY OF BURLINGTON
By: Edward J. Brunz, Mayor
Date: 8/14/09

CITY OF ANACORTES
By: H. Dean Maxwell, Mayor
Date: 7/12/09

APPROVED AS TO FORM:
By: Scott G. Thomas
City Attorney

APPROVED AS TO FORM:
By: Brad Furlong
City Attorney

ATTEST:
By: Greg Thramer
Finance Director

ATTEST:
By: Steve Hoglund
Finance Director

Approve:
By: Ben Schertzer
Burlington Library Board
Chairperson

Approve:
By: Dianne Moritz
Anacortes Library Board
President

7/16/2009
INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE CITY OF ANACORTES AND THE LA CONNER REGIONAL LIBRARY
TO ESTABLISH A PILOT PROJECT
FOR RECIproCAL LIBRARY BORROWING

This Interlocal agreement is made this 19th day of August, 2009, between the City of Anacortes hereinafter referred to as Anacortes, and the La Conner Regional Library District.

Whereas, the City of Anacortes maintains a public library, which desires to expand the opportunities for its library patrons to utilize library services when they are outside of Anacortes; and

Whereas, the La Conner Regional Library also maintains a library district, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of the La Conner Library District; and

Whereas, the Anacortes City Council and the Board of Trustees of the Anacortes Public Library (hereinafter referred to as APL) and the Board of Trustees of the La Conner Regional Library (hereinafter referred to as LCRL) find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, all Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: This Agreement shall commence on September 1, 2009. On or before January 1, 2011, this Agreement will be evaluated and a recommendation will be made to both Parties on the continuance of a permanent reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

(a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Anacortes or the boundaries of the La Conner Regional Library District, as well as those entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a
non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) “Owning Library” means the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders 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 a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library 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 cardholder at the Owning Library.

2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library’s policies.

(b.) The Reciprocal Use Agreement does not extend to each library’s non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library’s policies to resident status.

(c.) A cardholder of APL, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of LCRL; likewise, a cardholder of LCRL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of APL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review. The Directors of both libraries will review the effectiveness of this Agreement quarterly and will submit a quarterly report to their governance bodies three months before the end of the project, so that there is a time to extend or renew the agreement before the end date.

6. Financing. Each Party will bear its own cost of performing under this Agreement.
7. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the Anacortes Public Library: To the La Conner Regional Library District:
Attn: Library Director Attn: Library Director
1220 10th Street P O Box 370
Anacortes, WA 98221 La Conner, WA 98257

8. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

9. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

10. Applicable Law-Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

11. Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

12. Concurrent Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

14. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

7/16/2009
15. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**CITY OF ANACORTES**

By: H. Dean Maxwell, Mayor

Date: 7-21-09

APPROVED AS TO FORM:

By: Brad Furlong
City Attorney

ATTEST:

By: Steve Hoglund
Finance Director

**LA CONNER REGIONAL LIBRARY District**

By: Gail Bruce
Chair, Board of Trustees

Date: August 19, 2009

APPROVED AS TO FORM:

By: Beth Clothier
Secretary, Board of Trustees

ATTEST:

By: Alice Takehara
Treasurer, Board of Trustees

Approve:

By: Dianne Moritz
Anacortes Library Board
President
INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MOUNT VERNON AND THE CITY OF ANACORTES
TO ESTABLISH A PILOT PROJECT
FOR RECIPROCAL LIBRARY BORROWING

This Interlocal Agreement is made this 9th day of December, 2009, the City of Mount Vernon, hereinafter referred to as Mount Vernon, and the City of Anacortes, hereinafter referred to as Anacortes.

Whereas, the City of Mount Vernon also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Mount Vernon; and

Whereas, the City of Anacortes also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Anacortes; and

Whereas, the Mount Vernon City Council and the Board of Trustees of the Mount Vernon City Library (hereinafter referred to as MVCL) and the Anacortes City Council and the Board of Trustees of the Anacortes Public Library (hereinafter referred to as APL) find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, both Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: This Agreement shall commence on December 1, 2009. On or before January 1, 2011, this Agreement will be evaluated and a recommendation will be made to both Cities on the continuance of a permanent reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service. Unless agreed by the parties to continue this agreement or enter into a more permanent reciprocal Agreement this Agreement shall terminate on January 1, 2011.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

9/16/2009
(a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Mount Vernon or the City of Anacortes, as well as those entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

4. **Specific Provisions.** The Resident Cardholders 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 a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library 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 cardholder at the Owning Library.

2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of MVCL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of APL; likewise a cardholder of APL, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of MVCL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. **Review.** The Directors of both Libraries will review the effectiveness of this Agreement quarterly and will submit a report to their governing bodies three (3) months before the end of the project, so that there is time to extend or renew the Agreement before the end date.

6. **Financing.** Each Party will bear its own cost of performing under this Agreement.
7. **Notices.** Any notices or other contacts required under the terms of this Agreement must be directed to the following:

*To the Mount Vernon City Library*  
Attn: Library Director  
315 Snoqualmie St.  
Mount Vernon, WA 98273

*To the Anacortes Public Library*  
Attn: Library Director  
1220 10th St.  
Anacortes, WA 98221

8. **Amendment.** This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

9. **Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

10. **Applicable Law-Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

11. **Waiver.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

12. **Concurrent Originals.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

14. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the
remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

15. Entire Agreement. This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

CITY OF MOUNT VERNON
By: Bud Norris, Mayor
Date: 10/19/09
APPROVED AS TO FORM:

By: Kevin Rogerson
City Attorney

ATTEST:

By: Alicia Huschka
Finance Director

Approve:

By: Marija Anderson
Mount Vernon Library Board Chairperson

CITY OF ANACORTES
By: H. Dean Maxwell, Mayor
Date: 11/17/09
APPROVED AS TO FORM:

By: Brad Furlong
City Attorney

ATTEST:

By: Steve Hoglund
Finance Director

Approve:

By: Dianne Moritz
Anacortes Library Board President

10/19/2009
INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SEDRO-WOOLLEY AND THE CITY OF ANACORTES
TO ESTABLISH A PILOT PROJECT
FOR RECIPROCAL LIBRARY BORROWING

This Interlocal Agreement is made this 1st day of August, 2010, the City of Sedro-Woolley, hereinafter referred to as Sedro-Woolley, and the City of Anacortes, hereinafter referred to as Anacortes.

Whereas, the City of Sedro-Woolley also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Sedro-Woolley; and

Whereas, the City of Anacortes also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Anacortes; and

Whereas, the Sedro-Woolley City Council and the Board of Trustees of the Sedro-Woolley Public Library (hereinafter referred to as SWPL) and the Anacortes City Council and the Board of Trustees of the Anacortes Public Library (hereinafter referred to as APL) find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, both Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: This Agreement shall commence on August 1, 2010. On or before January 1, 2012, this Agreement will be evaluated and a recommendation will be made to both Cities on the continuance of a permanent reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

   (a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Sedro-Woolley or the City of Anacortes, as well as those entitled by the policies of each library to a resident library card. For
the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) “Owning Library” means the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders 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 a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library 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 cardholder at the Owning Library.

2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library’s policies.

(b.) The Reciprocal Use Agreement does not extend to each library’s non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library’s policies to resident status.

(c.) A cardholder of SWPL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of APL; likewise a cardholder of APL, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of SWPL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review. The Directors of both Libraries will review the effectiveness of this Agreement quarterly and will submit a quarterly report to their governing bodies three (3) months before the end of the project, so that there is time to extend or renew the Agreement before the end date.

6. Financing. Each Party will bear its own cost of performing under this Agreement.

7. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:
8. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

9. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

10. Applicable Law-Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

11. Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

12. Concurrent Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

14. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
15. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**CITY OF SEDRO-WOOLLEY**

By: Mike Anderson  
Date: 6/21/10  
APPROVED AS TO FORM:  
By: Eron Berg  
City Supervisor and Attorney

**CITY OF ANACORTES**

By: H. Dean Maxwell, Mayor  
Date: 5/18/10  
APPROVED AS TO FORM:  
By: Brad Furlong  
City Attorney

**ATTEST:**

By: Patsy Nelson  
Finance Director

**APPROVE:**

By: Mick Boroughs  
Sedro-Woolley Library Board  
Chairperson

By: Dianne Moritz  
Anacortes Library Board  
President
INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF ANACORTES AND THE UPPER SKAGIT LIBRARY DISTRICT  
TO ESTABLISH A PILOT PROJECT  
FOR RECIPROCAL LIBRARY BORROWING

This Interlocal agreement is made this 1st day of August, 2010, between the City of Anacortes hereinafter referred to as Anacortes, and the Upper Skagit Library District.

Whereas, the City of Anacortes maintains a public library, which desires to expand the opportunities for its library patrons to utilize library services when they are outside of Anacortes; and

Whereas, the Upper Skagit Library District also maintains a library district, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of the Upper Skagit Library District; and

Whereas, the Anacortes City Council and the Board of Trustees of the Anacortes Public Library (hereinafter referred to as APL) and the Board of Trustees of the Upper Skagit Library District (hereinafter referred to as USLD) find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, all Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: This Agreement shall commence on August 1, 2010. On or before August 1, 2011, this Agreement will be evaluated and a recommendation will be made to both Parties on the continuance of a permanent reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

   (a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Anacortes or the boundaries of the Upper Skagit Library District, as well as those entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a non-resident
who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders 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 a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library 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 cardholder at the Owning Library.

2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of APL, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of USRL; likewise, a cardholder of USRL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of APL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review. The Directors of both libraries will review the effectiveness of this Agreement quarterly and will submit a quarterly report to their governance bodies three months before the end of the project, so that there is a time to extend or renew the agreement before the end date.

6. Financing. Each Party will bear its own cost of performing under this Agreement.
7. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the Anacortes Public Library: To the Upper Skagit Library District:
Attn: Library Director Attn: Library Director
1220 10th Street P O Box 99
Anacortes, WA 98221 Concrete, WA 98273-7699

8. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

9. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

10. Applicable Law-Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

11. Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

12. Concurrent Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

14. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
15. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**CITY OF ANACORTES**

By: H. Dean Maxwell, Mayor

Date:

APPROVED AS TO FORM:

By: Brad Furlong
City Attorney

ATTEST:

By: Steve Hoglund
Finance Director

Approve:

By:
Dianne Moritz
Anacortes Library Board
President

**Upper Skagit Library District**

By: Keith Alesse
Chair, Board of Trustees

Date: 7-8-10

APPROVED AS TO FORM:

By: Jack McCormick
Secretary, Board of Trustees

ATTEST:

By: Ann Innes
Treasurer, Board of Trustees

5/7/2010