

INTERLOCAL AGREEMENT BETWEEN THE WHITMAN COUNTY RURAL LIBRARY DISTRICT AND THE CITY OF COLFAX, WASHINGTON FOR LIBRARY SERVICES

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter called "Agreement") is entered into by and between the WHITMAN COUNTY RURAL LIBRARY DISTRICT (hereinafter called "District") and the CITY OF COLFAX, WASHINGTON (hereinafter called "City") as of Dec 18th 2014 as authorized by RCW 39.34 and 27.12.180. The District and the City are hereinafter referred to as the "Parties."

BACKGROUND and PURPOSE

The Whitman County Rural Library District is authorized by Washington law to provide library services to unincorporated areas of Whitman County, and to incorporated areas of the county that annex to or contract with it for such services. The District has long provided the citizens of the City with library services through annual contract fees and after 1983, through annexation and a related facility contract. The DISTRICT currently provides library services using its primary facility located at 102 S. Main St. The parties desire to enter into an updated contract to allocate appropriate costs. The duties, responsibilities, and membership of these bodies shall be provided herein.

The purpose of this Agreement is:

- 1) To establish the terms and conditions under which the DISTRICT will provide library services for residents of the CITY.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. IDENTIFICATION OF PARTIES TO THIS AGREEMENT

- (A) The Whitman County Rural Library District is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington and is authorized to provide library services.
- (B) The City is a municipal corporation duly organized under and by virtue of the laws of the State of Washington and is authorized to provide library services pursuant to RCW 27.12.025.

2. DEFINITIONS

- (A) An emergency building repair is defined as work on the DISTRICT facility in the CITY that is needed to correct a situation that presents an immediate threat to the life, health, and safety of patrons.
- (B) A standard repair is defined as day-to-day maintenance of the DISTRICT facility in the CITY that is necessary for the library to perform essential library functions meant to extend the useful life of the buildings and its contents.
- (C) An upgrade is defined as maintenance necessary to update library facilities so essential library functions can be carried out into the future. Upgrades should be focused on modernization, safety, and reliability.

3. DUTIES OF THE DISTRICT

The DISTRICT agrees to provide library services to the CITY and the residents of the CITY shall be entitled to all library privileges at the DISTRICT's main branch located at 102 S. Main St, Colfax, Washington and all other DISTRICT locations. The DISTRICT is required to maintain a location within the CITY limits throughout the duration of this contract.

By October 1st of each year or the closest business day, the DISTRICT shall present the CITY a bill for facility usage that includes the CITY's share of utilities, professional services (ex: janitorial and snow removal), building repairs (standard and emergency), essential upgrades, and 50% of insurance costs for the previous year. The bill must have all itemized costs broken out by type. The DISTRICT shall notify the CITY of any Emergency (2a) or standard repairs (2b) over \$12,500 as soon as reasonably possible. The DISTRICT shall not award or commence any upgrades (2c) claimed under this contract above \$12,500 without notification of the Mayor and approval by the City Council.

The ceiling for year to year cost increases is 10%. In years that the increase exceeds 10%, the District will prorate the costs into the following year(s) while still adhering to the 10% ceiling. Annual invoicing will clearly itemize prorated costs anytime they are necessary.

The DISTRICT shall compile the CITY's share of facility costs from September 1st thru August 31st of the most recent year in the categories listed above. The total of these costs will be divided by the percentage of Colfax's population as compared to the number of residents living in the remainder of the DISTRICT. The population data shall be derived from the most recent five year iteration of the United States Census American Community Survey (ACS). In the event ACS is unavailable, population statistics will be derived from the State of Washington Office of Financial Management.

4. DUTIES OF THE CITY

The CITY agrees to pay the DISTRICT an annual fee for facility usage by December 15th or nearest business day each year and as calculated above.

Should the CITY dispute the bill for facility usage, Administrators of the interlocal agreement shall negotiate in good faith a resolution. If no amicable solution can be found, the CITY has the option of terminating the contract as defined in Article 14.

5. GENERAL TERMS AND CONDITIONS

5.01 Assignment

Neither party shall voluntarily or by operation of law assign sublet or otherwise transfer or encumber any part of this Agreement or their interest therein or in the premises without the prior, written consent of the other party. Any attempted assignment, transfer, encumbrance, or subletting without such consent shall be void.

5.07 Severability

The parties agree that if any provision of the Agreement is declared illegal or in violation of the law, the remaining provisions thereof shall remain in full force and effect.

5.08 Attorneys' Fees/Venue

The PARTIES agree that should any action be commenced to enforce any of the terms, covenants, or conditions hereof, or should any claim hereunder be placed in the hands of an attorney for collection or enforcement, the prevailing party shall be entitled to recover or be awarded its reasonable attorney's fees and all costs and disbursements expended, including statutory costs. Venue for any such action shall be in Whitman County, State of Washington.

5.09 Administration

This agreement shall be administered by a joint board consisting of the Chairman of DISTRICT, DISTRICT Executive Director, Mayor of the CITY, and CITY Administrator.

5.10 Agency

This agreement will not result in a separate agency or partnership being created.

5.11 Modification

This agreement may be amended or modified only by written agreement duly executed by the Parties.

5.12 Nondiscrimination

The parties shall perform their responsibilities under this agreement in a manner which assures fair, equal, and non-discriminatory treatment of all persons, with respect to race, creed, sex, disabled veteran condition, physical or mental handicap, or national origin and, in particular.

- a. The parties will maintain open hiring and employment practices and will welcome application for employment in all positions from qualified individuals who are members of such minorities; and
- b. The parties will comply with all requirements of applicable federal, state, or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to such minority status.

5.13 Filing

Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to

this agreement becoming effective.

5.14 Termination

This agreement may be terminated by either party by following the provisions of RCW 27.12.380 at least 60 days prior to the end of said fiscal year. In the event that notice is not given as to termination or the notice of termination is given less than 60 days before the end of the third fiscal year, this contract shall be automatically renewed on the same terms and conditions and will be binding upon both parties for an additional period of three years.

IN WITNESS WHEREOF, the said DISTRICT and the said CITY have caused this contract and agreement to be executed by their respective officers on the day and year first written above.

WHITMAN COUNTY RURAL LIBRARY DISTRICT

By: Stanley R. Datz
Chairman, Whitman County Rural
Library District

Attested to by: [Signature]
Secretary, Whitman County Rural
Library District

APPROVED AS TO FORM:
[Signature]
Attorney, Whitman County Rural
Library District

CITY OF COLFAX

By: [Signature]
Mayor G. Todd Vanek, City of Colfax

Attested to by:
Connie Ellis
City Clerk, Connie Ellis, City of
Colfax

APPROVED AS TO FORM:
[Signature]
City Attorney, City of Colfax

Notary Public
My commission expires: _____

State of Washington)
)
County of Whitman)

John Kragt
G Todd Vanek

I certify that I know or have satisfactory evidence that Connie Ellis is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledge it as agents of **The City of Colfax** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-15-14



Name: Lynda Kraamlich
Notary Public
My commission expires: October 16, 2018

State of Washington)
)
County of Whitman)

Stephen Balzarini

I certify that I know or have satisfactory evidence that Stanley Bates is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledge it as agents of **The Whitman County Rural Library District** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 12-30-2014

Name: Kacey Hult
Notary Public
My commission expires: 11-24-18

State of Washington)
County of Whitman)

John Kragt
G Todd Vanek

I certify that I know or have satisfactory evidence that Connie Ellis is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledge it as agents of **The City of Colfax** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-15-14

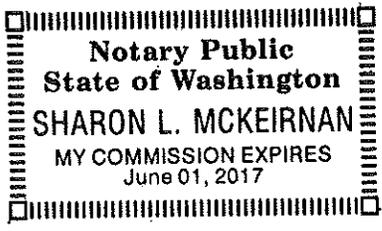


Name: Lynda Kramlich
Notary Public
My commission expires: October 16, 2018

State of Washington)
County of Whitman)

I certify that I know or have satisfactory evidence that CARY ILIBEY is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledge it as agents of **The Whitman County Rural Library District** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/31/14



Name: Sharon L. McKeirnan
Notary Public
My commission expires: 06/01/2017