

**CITY-COUNTY LIBRARY SERVICES AGREEMENT
BETWEEN THE CITY OF ELLENSBURG AND KITTITAS COUNTY**

THIS AGREEMENT is entered into on this 2nd day of March 20 10, between the City of Ellensburg ("City"), a Washington municipal corporation, and Kittitas County ("County"), a political subdivision of the State of Washington, pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, which provides for interlocal cooperation between governmental entities.

WHEREAS, it is in the mutual interest of the parties for the City, in return for stated consideration, to provide library services to residents of the County; and

WHEREAS, the Ellensburg City Council desires to make available to all County residents the materials of the Ellensburg Public Library, subject to the terms and conditions stated below; and

WHEREAS, the County desires to contract for library services from the Ellensburg Public Library on behalf of all County residents, and the County is willing to provide payment from its current revenues to assist in obtaining and reducing the costs of such services for County residents.

NOW, THEREFORE, the parties AGREE as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the Ellensburg Public Library will provide library services to the residents of Kittitas County.
2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
3. SERVICES BY THE ELLENSBURG PUBLIC LIBRARY.
 - a. The Ellensburg Public Library shall provide the usual public library services to all residents of the County who come to the Library to use its facilities in accord with the rules, regulations, operating policies and procedures of the Library and of the City of Ellensburg.
 - b. Such Library services shall include the ability of persons living in the unincorporated areas of the County to borrow or check out Library materials.
 - c. County residents living in an unincorporated area of the County may obtain a library card from the City, allowing them to borrow or check out library materials at the Ellensburg Public Library.
4. COMPENSATION BY THE COUNTY.
 - a. Kittitas County shall pay directly to the City the sum of **\$88,000.00** for Library services provided annually to unincorporated County residents.
 - b. Payment shall be made quarterly by the County no later than on the last day of **March, June, September and December of 2010**.

- c. Payments by the County shall be made at such times as to allow receipt and deposit of the funds by the City before the last business day of the month due.

5. DURATION AND TERMINATION.

- a. This Agreement shall be effective from January 1, 2010 through December 31, 2010.
- b. However, the County reserves the right to cancel or terminate this Agreement on a prorated basis, without penalty or obligation by the County for further payment, at any time for any reason during said period and to recover as a refund from the City of Ellensburg any prepayment made by the County for remaining unused portions of the County's quarterly payment, upon Thirty (30) Days written notice by the County to the City of Ellensburg, sent certified mail, return receipt requested.

6. RECORDS AND REPORTS. The following statistics shall be compiled and maintained by the Ellensburg Public Library and reported to the Kittitas County Board of Commissioners annually:

- a. The number of individuals receiving library cards for the Ellensburg Public Library;
- b. Statistics on library materials circulation compared to the previous year's circulation statistics; and
- c. Statistics reflecting the services received by residents of unincorporated Kittitas County compared to the total services provided by the Library.

7. MAINTENANCE, ACCESS AND AUDIT OF RECORDS.

- a. Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement or any amendment thereto.
- b. These records may be subject to public records disclosure, and to inspection, review and audit by either party or its designee, and by the Washington State Auditor's Office.
- c. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.
- d. In the event a longer period of retention is needed to resolve audit findings or legal disputes including litigation, the parties may expressly by separate agreement or amendment agree to such longer period for record retention.

8. COMPLIANCE WITH LAWS. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

9. RELATIONSHIP OF THE PARTIES.

- a. No agent, employee or representative of the City shall be deemed to be an agent, employee or representative of the County for any purpose, including responsibility for

any federal or state tax, industrial insurance or Social Security liability, and City employees are not entitled to any benefits the County provides to County employees.

- b. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability, and County employees are not entitled to any benefits the City provides to City employees.
- c. In addition, the provision of services under this Agreement shall not give rise to any claim of career service or civil service rights, which may accrue to an employee of Kittitas County under any applicable law, rule or regulation.

10. INDEMNIFICATION AND HOLD HARMLESS. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its agents, representatives and employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.

- a. This Agreement may be changed, modified, amended or waived only by written agreement signed by the parties and adopted by resolution of the Kittitas County Board of Commissioners and the Ellensburg City Council.
- b. Any waiver or breach of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

12. INTERPRETATION. This Agreement has been submitted to the review of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accord with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

13. GOVERNING LAW AND VENUE.

- a. This Agreement shall be governed by the laws of the State of Washington, and venue shall be in Kittitas County, Washington.
- b. If any legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney fees incurred in that action, arbitration or proceeding.

14. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without affecting the validity or enforcement of the remaining provisions.

15. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. FILING. Executed copies of this Agreement shall be filed with the County Auditor's Office or posted on the County website in accord with RCW 39.34.040.


DATED this 2nd day of March, 20 10.

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**


CITY OF ELLENSBURG



Mark D. McClain, Chair



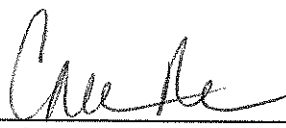
Mayor Pro Tem



Paul Jewell, Vice-Chair

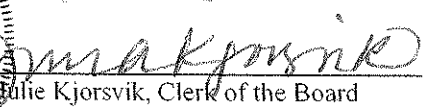


Frankovich, Commissioner

ATTEST: 

City Clerk



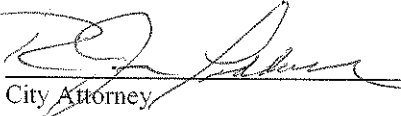


Julie Kjorsvik, Clerk of the Board

Approved as to Form:

Approved as to Form:

Kittitas County Deputy Prosecuting Attorney



City Attorney