

INTERLOCAL AGREEMENT BETWEEN ALL CITIES' PUBLIC LIBRARIES IN
KITTITAS COUNTY FOR A RECIPROCAL BORROWING PROGRAM

This Interlocal Agreement is made this ___ day of _____, 2009 between the City of Cle Elum, the City of Ellensburg, the City of Kittitas, and the City of Roslyn, Washington municipal corporations.

Whereas, all public library services in Kittitas County are provided by municipal libraries in four separate cities, which include the cities of Cle Elum, Ellensburg, Kittitas and Roslyn; and

Whereas, during a period of over one year commencing January 2008, the four public libraries in Kittitas County, with the approval of their respective legislative bodies, conducted a pilot project for reciprocal borrowing to allow their respective patrons to borrow library materials in-person from non-resident libraries under the same conditions that apply to resident patrons; and

Whereas the staff, the Boards of Trustees of the four public libraries, and the members of the Kittitas County Regional Library Board have evaluated the pilot project, concluded it successfully achieved its objectives and submitted a joint recommendation that the reciprocal borrowing program be made a regular component of the services the libraries provide; and

Whereas, the City Council concurs in the joint recommendation that the reciprocal borrowing program should be made a regular part of library services,

Now Therefore,

It is agreed by the cities as follows:

1. Purpose. To establish a regular reciprocal borrowing program between the four incorporated city governments which are currently providing public library service in Kittitas County.
2. Duration and Termination. This Agreement shall commence and be effective as of the date first written above and will automatically renew on January 1 of each year unless terminated sooner by mutual written agreement of the parties. Any party may, for any reason or no reason, withdraw from this Agreement by giving written notice of termination to the other parties at least thirty (30) days prior to the date of such termination. Withdrawal from this Agreement by any one of the parties shall not affect the continued efficacy of the Agreement with regard to the remaining parties.
3. Specific Provisions. The residents of one library's service area may obtain a library card from any other library in the county permitting the use of the other library's facilities and services, without payment of any 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 customer at the owning library.
2. Library materials must be returned to the owning library; if the library materials owned by one library are returned to one of the other libraries, the materials will be routed back to the owning library as soon as possible, but any overdue charges will continue to accrue under the terms of the owning library's policies.
3. The patron must first have a library card in the city of his or her residency. If the patron is not in good standing at the library in the city of residency, he or she may be denied a library card from the other libraries, dependent on that library's policies.

(b) The terms of this Agreement shall apply to the residents of all cities with existing library service in Kittitas County.

(c) This reciprocal use agreement does not extend to each system's non-resident library cardholders, but only to eligible residents of all cities with existing library service in Kittitas County.

(d) A cardholder of the four libraries shall be entitled to all privileges of resident cardholders, except for non-resident cardholders, temporary cardholders, and other types of non-residents who may be granted library cards, depending on each library's own policy.

(e) Each library shall establish ways to track statistics, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries by residents of other Kittitas County cities.

5. Financing. Each city will bear its own cost of performance under this Agreement.

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

To the City of Cle Elum, Jane Agar, Library Director, 302 Pennsylvania Ave., Cle Elum
(509) 674-2313, cmlibrary@cityofcleelum.com

To the City of Ellensburg, Debby DeSoer, Library Director, 209 N Ruby St, Ellensburg
(509) 962-7252, epl@cityofellensburg.org

To the City of Kittitas, Mary Lou Gilmour, Library Representative, PO Box 800, Kittitas

(509) 968-0226, library@cityofkittitas.com

To the City of Roslyn, Erin Krake, Library Director, PO Box 451, Roslyn
(509) 649-3420, rpl@inlandnet.com

The designation shall be in effect until changed in writing by the named party.

7. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by all four cities' governing bodies.

8. Dispute Resolution. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions between the respective directors of each participating library, the dispute shall be referred to the respective chief administrative officer of each participating city. If not mutually resolved by the cities' chief administrative officers within thirty (30) days of referral, any party may pursue court action under paragraph 10 below.

9. Applicable Law – Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

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

11. Future Support. No party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

12. Compliance with Laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

13. 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.

14. 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.

15. Filing. This Agreement shall be filed with the Kittitas County Auditor, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY OF CLE ELUM:

By: _____, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF ELLENSBURG

By: _____, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF KITTITAS

By: _____, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF ROSLYN

By: _____, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney