

RECIPROCAL BORROWING PILOT PROJECT INTERLOCAL AGREEMENT
BETWEEN ALL CITIES' PUBLIC LIBRARIES IN KITTITAS COUNTY

This interlocal agreement is made this _____ day of _____, 2007 between the City of Cle Elum, the City of Ellensburg, the City of Kittitas, and the City of Roslyn, Washington municipal corporations, and shall be 15 months in duration, from January 1, 2008 through March, 2009.

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

Whereas unincorporated county residents are provided library services through annual funding contracts between the cities and Kittitas County; and

Whereas, the municipal libraries of Kittitas County desire to provide superior library services by offering borrowing privileges and other services to all Kittitas County citizens, regardless of domicile; and

Whereas, the staff, the Boards of Trustees of the four (4) public libraries in Kittitas County, and the members of the Kittitas County Regional Library Board believe it is in the best interests of all city residents in Kittitas County to facilitate the creation of a reciprocal borrowing process that would 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 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 cities as follows:

1. Purpose. To establish a pilot project for reciprocal borrowing between all incorporated city governments which are currently providing public library service in Kittitas County.
2. Duration and Termination. The term of this Agreement shall be January 1, 2008 through March 31, 2009, unless terminated sooner by agreement of the four participating cities. Any party may terminate its participation in this Agreement by giving written notice of termination to all other parties hereto at least thirty (30) days prior to the date of such termination.
3. Recommendation. A recommendation will be made to the four cities' governing bodies regarding the continuance of a more permanent reciprocal agreement, once the pilot project has been evaluated.

4. 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. Review. The respective libraries will review the effectiveness of this Agreement at the end of one year and will submit an evaluation and recommendation to their governing bodies before March 31st, 2009.

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

7. 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, Maxine Steele, Library Manager, 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

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

9. 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.

10. 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.

11. 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.

12. Execution in Counterparts. 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. 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.

14. 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.

15. 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.

16. 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.

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

CITY OF CLE ELUM:

CITY OF ELLENSBURG

By: _____, Mayor

By: _____, Mayor

Attest:

City Clerk

Attest:

City Clerk

Approved as to form:

City Attorney

Approved as to form:

City Attorney

CITY OF KITTITAS

CITY OF ROSLYN

By: _____, Mayor

By: _____, Mayor

Attest:

City Clerk

Attest:

City Clerk

Approved as to form:

City Attorney

Approved as to form:

City Attorney