

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

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AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY

INTERLOCAL AGREEMENT

This Agreement is entered into as of the 24th day of June, 1996, by and between the CITY OF GRANITE FALLS (the "City") and the SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, doing business as the Sno-Isle Regional Library District (the "District") and the GRANITE FALLS LIBRARY CAPITAL FACILITY AREA ("GFLCFA") (collectively, the "Parties" and each a "Party"). This Agreement is made pursuant to chapter 39.34 RCW (the "Interlocal Cooperation Act") and has been authorized by the governing body of each Party. Each of the Parties is a "public agency" as defined in the Interlocal Cooperation Act.

RECITALS

WHEREAS, the Granite Falls Library, owned by the City and operated by the District, serves residents of the City, as well as residents of the unincorporated area surrounding the City; and

WHEREAS, the City and area surrounding the City have experienced a rapid growth in the number of residents; and

WHEREAS, the growing population has resulted in increased usage of the Granite Falls Library; and

WHEREAS, the Granite Falls Library cannot accommodate the collection needs of the growing population or the highly automated information services required by technological advancements; and

WHEREAS, upon the request of the City Council of the City and the Board of Trustees of the District and the approval of the voters, all pursuant to chapter 27.15 RCW, the Granite Falls Library Capital Facility Area was established to construct and finance library capital facilities to accommodate these needs; and

WHEREAS, the Parties now wish to establish their respective rights and responsibilities with respect to the library capital facilities to be acquired and constructed with the proceeds of the bonds issued by the GFLCFA, as heretofore approved by the voters of the GFLCFA at a special election held in conjunction with the November 7, 1995 general election;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Title to Facility. Legal title to the library capital facilities acquired and constructed pursuant to the approved bond resolution shall be held as follows:

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- a. The land, building, furnishings, shelving, tables and chairs to be owned by and in the name of the City;
- b. The collection, and equipment such as telephones, computers, furnishings related to library operation, shall be owned by and in the name of the District. The District shall be authorized within its sole discretion to transfer the collection and other items of library materials within the District and according to its policies for operating branch libraries. The District shall also be authorized in its sole discretion to declare surplus and discard such portions of the collection and equipment acquired in the District's name according to the laws applicable to the District.

2. Design and Construction. Selection of architects and engineers and/or other consultants shall be by mutual agreement between the City and the District. The City shall be responsible for administering the finances and the construction. The District shall be responsible for selection and acquisition of library capital facilities referred to in Paragraph 1.b. above.

3. Operation. The District will operate the library according to the Library Annexation Agreement (the "Annexation Agreement"), between the City and the District, dated August 23, 1995, and provide "Full and complete rural library service" as defined in the Library District Board of Trustees Resolution of Policy, dated March 18, 1963, provided, however, the District shall be responsible for janitorial service for cleaning the interior of the Library and providing restroom supplies. The City shall be responsible for utilities and maintaining and repairing the interior and exterior of the Library, any surrounding lawn, landscaping, and removal of snow, litter, and other items that may accumulate on or near the building.

4. Length of Agreement. This Agreement shall remain in effect until the GFLCFA is dissolved according to law after all obligations under any general obligation bonds issued by the GFLCFA have been discharged and any other contractual obligations of such area have been discharged or assumed by another governmental entity. If the GFLCFA is dissolved, the library facilities shall be operated according to the Annexation Agreement. If the Annexation Agreement is not in effect at such time, the library shall be operated according to the provisions of the Contract for Library Services, dated June 10, 1946, as defined in the District policy of March 8, 1963.

5. Resolution of Disagreements. If the Parties cannot agree on any of the above items, the matter shall be submitted to the governing body of the

GFLCFA for resolution according to any procedure established by the governing body and authorized by law.

6. Miscellaneous Provisions.

- a. This Agreement may be amended only upon consent of the Parties thereto. Any amendment hereto shall be in writing.
- b. The waiver by any Party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same of any other term, covenant, or condition of this Agreement.
- c. Any Party hereto shall have the right to enjoin any substantial breach or threatened breach of this Agreement by any other Party, and shall have the right to recover damages and to specific performance of any portion of this Agreement.
- d. This Agreement is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.
- e. The records and documents with respect to all matters covered by this Agreement shall be subject to audit by the Parties during the term of this Agreement and three (3) years after termination or such other longer period as may be required by applicable law.
- f. If any provision of this Agreement or application thereof to any Party or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
- g. This Agreement shall be effective whether signed by the Parties, and whether on the same document or in counterparts.
- h. All notices or other communications shall be deemed sufficient hereunder if made in writing and delivered by telefacsimile or by first-class mail, postage prepaid, to each Party at its respective address set forth below, or such other address as such Party may hereafter designate to the others in writing.

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

IN WITNESS WHEREOF, this Agreement has been executed by each Party as set forth below:

CITY OF GRANITE FALLS

SNO-ISLE INTERCOUNTY
RURAL LIBRARY DISTRICT

By *Bella R. Morris*
Mayor

By _____
President

APPROVED AS TO FORM:

ATTEST:

Cheryl H. Beyer
City Attorney

Secretary

GRANITE FALLS LIBRARY
CAPITAL FACILITY AREA

By _____
President

ATTEST:

Secretary

Doc ID: S-284154 Ver: 1 36338-00001
6/21/96

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IN WITNESS WHEREOF, this Agreement has been executed by each Party as set forth below:

CITY OF GRANITE FALLS

SNO-ISLE INTERCOUNTY
RURAL LIBRARY DISTRICT

By _____
Mayor

By _____
President

APPROVED AS TO FORM:

ATTEST:

City Attorney

Secretary

GRANITE FALLS LIBRARY
CAPITAL FACILITY AREA

By Kyle Severin
President/Chair

ATTEST:

John L. [Signature]
Secretary

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RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

IN WITNESS WHEREOF, this Agreement has been executed by each Party as set forth below:

CITY OF GRANITE FALLS

SNO-ISLE INTERCOUNTY
RURAL LIBRARY DISTRICT

By _____
Mayor

By *Eugene DeCi*
President

APPROVED AS TO FORM:

ATTEST:

City Attorney

Patricia L. Jackson
Secretary

GRANITE FALLS LIBRARY
CAPITAL FACILITY AREA

By _____
President

ATTEST:

Secretary

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