

RESOLUTION NO. 30-2005


**BUILDING USE AND MAINTENANCE AGREEMENT BY AND BETWEEN  
CITY OF OMAK AND NORTH CENTRAL REGIONAL LIBRARY DISTRICT**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the Building Use and Maintenance Agreement attached hereto between the CITY OF OMAK, a Washington municipal corporation and NORTH CENTRAL REGIONAL LIBRARY DISTRICT, an Intercounty Rural Library District, is hereby approved and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and that the Clerk/Treasurer is authorized and directed to attest his signature.

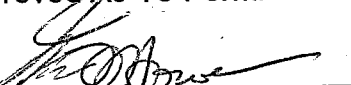
INTRODUCED and passed this 7<sup>th</sup> day of November 2005.

  
\_\_\_\_\_  
Dale Sparber, Mayor

ATTEST:

  
\_\_\_\_\_  
Trish Butler, Clerk/Treasurer

Approved As To Form:

  
\_\_\_\_\_  
Michael Howe, City Attorney

**BUILDING USE AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, entered into the 7<sup>th</sup> day of November, 2005 by and between NORTH CENTRAL REGIONAL LIBRARY DISTRICT, an Intercounty Rural Library District (hereinafter referred to as the "District") and the City (Town) of Omak, Washington, a Washington municipal corporation (hereinafter referred to as the "Municipality").

WHEREAS, the Municipality has either annexed to or contracted with the District for the delivery of library services, and

WHEREAS, it is the desire of the Municipality that library services be available in the Municipality through a branch library facility, and

WHEREAS, the District wishes to stabilize reimbursement of Library Quarter's maintenance and repairs, grounds maintenance expenses, janitorial services, and

WHEREAS, the Municipality is willing to provide for the District's use a suitable building or space within a building (referred to hereafter as the "Library Quarters") from which library services can be provided in the Municipality, and the Municipality is also willing to provide such janitorial services, maintenance and repair to said Library Quarters as shall be reasonably necessary for its continuing operation, and

WHEREAS, the Municipality is willing to make the Library Quarters available for the use of all residents of the District for library purposes, not just the residents of the Municipality,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Use of Library Quarters. The Municipality shall provide for the use of the District during the term of this agreement a building or space within a building suitable for use as a branch library and shall maintain such library quarters in good repair and maintenance for library purposes. Such use shall be provided in consideration for the District's staffing and operation of a branch library facility within the Library Quarters and shall be free of rent other than payment by the District as provided for in this agreement.

2. Furnishings and Equipment. The Library Quarters and all furnishings provided by the Municipality shall remain the property of the Municipality, subject only to the District's right of use during the term of this agreement. The District may also provide furnishings and equipment, which the District will maintain and continue to own.

3. Size of Library Quarters. As of the date of execution of this agreement the parties specify that the Library Quarters consist of 4,825 square feet. In the event of any subsequent alteration or modification of the size of the Library Quarters, this figure shall be amended appropriately.

4. Reimbursement of Maintenance Expenses. Effective January 1, 2006, until December 31, 2008, the District will reimburse the Municipality for janitorial, repair, and maintenance expenses each year a sum calculated by multiplying \$2.50 by the number of square feet specified in Section 3. Effective January 1, 2009 through December 31, 2011 the reimbursement rate will be \$2.75 per square foot. Effective January 1, 2012 through December 31, 2014 the reimbursement rate will be \$3.00 per square foot.

5. Reimbursement Schedule. The District shall reimburse the Municipality for Library Quarters maintenance and repair and grounds maintenance twice each year. Said payments will be made within 30 days following the June and November meetings of the District's Board of Trustees.

6. Telephone Service. The District, at its sole expense, shall provide telephone service in the Library Quarters.

7. Disclaimer and Release. Nothing in this agreement shall create or imply any obligation on the part of the District to pay any suppliers, laborers, or other person (except the Municipality as provided herein) for maintenance or repair of the Library Quarters. The Municipality releases and holds the District harmless from any and all claims and judgements of liability for any injury or damage to any person or property resulting from any condition or defect in the Library Quarters, except to the extent that such condition or defect is proximately due to the negligence of the District or its employees.

8. Insurance. It shall be within the discretion of each party to maintain such property insurance, if any, as it deems appropriate for protection of its respective Library Quarters property. Each party shall maintain general liability insurance covering personal injury and property damage applicable to its operation and use of the Library Quarters with minimum limits of \$100,000 per occurrence. Either party may substitute a self-insurance program or plan for the general liability insurance required under this agreement upon approval by the other party. Either party may request verification of liability insurance at any time.

9. Term. This agreement shall be effective January 1, 2006, and shall remain in force and effect until December 31, 2014. Subject to the right of termination stated in this Section 9, this agreement shall continue on a year to year basis after December 31, 2014 if either party delivers a written notice to extend prior to September 1, 2014. Either party may terminate this agreement effective at the end of any calendar year during the original term or any annual extension thereof by written notice of termination delivered to the other party by October 1 of such year.

10. Nonwaiver. Any waiver at any time by either party of any right with respect to any matter arising under this agreement shall not be considered a waiver of any subsequent default or matter.

11. Prior Agreements. This agreement shall supersede any earlier agreement, written or oral, between the parties pertaining to the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

NORTH CENTRAL REGIONAL LIBRARY DISTRICT

By: \_\_\_\_\_  
Chairman

Attested By:

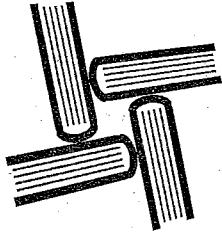
\_\_\_\_\_  
Secretary

CITY (TOWN) OF OMAK, WASHINGTON

By: Dale Spaulder  
Mayor

Attested By:

Irish Butler  
Clerk



# NCRL

North Central Regional Library

October 19, 2005

**RECEIVED**

OCT 20 2005

**CITY OF OMAK**

Mayor Dale Sparber  
City of Omak  
PO Box 72  
Omak WA 98841

Dear Mayor Sparber:

The Board of Trustees of the North Central Regional Library at their October 13, 2005 meeting approved a new schedule for assisting cities in the maintenance, repair and janitorial services at their branch library facilities. Basically, the agreement is the vehicle that allows the library district to legally transfer funds at a uniform rate to the twenty-six cities that are in our district.

The North Central Regional Library was chartered by the legislature as an Inter-county Rural Library District. Legislation was adopted that allowed cities to contract with or annex to the district for library services. The taxing level of the library was set to provide services and the agreement was that cities would provide quarters for library services. This allowed cities a level of control that they requested and ownership of the building in case the relationship with the district was dissolved. The library district's taxing levy is set at \$.50/\$1,000. In contrast, Fire Districts who maintain a building are allowed to levy at \$1.00/\$1,000.

Like cities, the North Central Regional Library is under the effects of I-747 and is limited to a 1% increase in revenue per year. At the same time, we realize that the costs associated with maintaining facilities are rising. Therefore, the NCRL Board of Trustees has set up a graduated schedule for increasing the rate of reimbursement so that both the library and cities can plan and budget appropriately.

The enclosed agreement allows the library to reimburse the cities in our district at an initial increase in 2006 from \$2.25 to \$2.50 per square foot. Subsequently, we would increase the reimbursement in 2009 to \$2.75 and in 2012 to \$3.00 per square foot.

We hope these increases will be welcomed and appreciated. As in the last agreement, we are not demanding proof of expenditure and are simply assuming that the funds are used for the intended purposes. If there has been a change in the square footage of your library, please let us know as soon as possible.

Please sign and return both copies of the document. The Chairman and Secretary of the Board of Trustees will sign the documents at our November 10th meeting and one copy will be returned to you. The first half of your reimbursement for 2006 will be sent in June.

Sincerely,

A handwritten signature in cursive script that reads "Dean C. Marney". The signature is written in black ink and is positioned to the right of the typed name.

Dean C. Marney  
Director

cc: City Clerk

Enclosure

Year	NCRL Bldg Maint	O & M Expense	City Share of O & M	NCRL Contract	
2000	\$10,850	\$19,743	\$8,893	\$90,128	
2001	\$10,850	\$20,358	\$9,508	\$91,705	\$1,577
2002	\$10,850	\$21,582	\$10,732	\$92,280	\$575
2003	\$10,850	\$26,119	\$15,269	\$92,610	\$330
2004	\$10,850	\$21,791	\$10,941	\$99,456	\$6,846
2005	\$10,850	\$32,530	\$21,680	\$100,135	\$679
2006	\$12,055				
2007	\$12,055				
2008	\$12,055				
2009	\$13,261				
2010	\$13,261				
2011	\$13,261				
2012	\$14,466				
2013	\$14,466				
2014	\$14,466				
2015	\$14,466				