

INTERLOCAL AGREEMENT BETWEEN CITY OF MOSES LAKE AND
NORTH CENTRAL REGIONAL LIBRARY DISTRICT FOR LIBRARY
SERVICES

1. **Preamble.** THIS INTERLOCAL AGREEMENT is made and entered into effective June 1, 2009, by and between The City of Moses Lake, a municipal corporation of the State of Washington, herein known as "City," and The North Central Regional Library District, a municipal corporation of the State of Washington, herein known as "District."
2. **Recitals.**
 - 2.1 The City is a community located with the District's boundaries which is annexed into the District for library services.
 - 2.2 The District operates local libraries within the District's boundaries in individual communities including the City.
 - 2.3 The City has received and may receive in the future gifts, endowments, bequests or trust proceeds dedicated to the support and/or enhancement of the library operated by the District within the City. The City desires the District to manage such funds to accomplish the purposes of such gifts, endowments, bequests and trust proceeds, and the District agrees to manage such funds.
 - 2.4 The City and District have the authority pursuant to RCW Chapter 39.34 to enter into this Agreement.
3. **Agreement.** In consideration of the mutual benefits and covenants described herein, the parties agree as follows:
 - 3.1 **Purpose.** The purpose of this Agreement is to provide the framework and establish the procedures for the City to place into the custody of the District funds the City receives from various sources which are gifts, endowments, bequests and trust proceeds given to the City for the purpose of supporting and/or enhancing the library operated by the District in the City.
 - 3.2 **Delivery of Funds.** The City agrees to deliver to the District such funds as the City determines are available for the support and/or enhancement of the Moses Lake library which the City has received from gifts, endowments, bequests or trust proceeds designated for such purposes.
 - 3.3 **Use of Funds and Accounting.** The District agrees to take custody of the funds delivered by the City under this Agreement and to safeguard those funds in the same

manner as it safeguards other moneys it is responsible to manage. The District will only spend such funds in support or enhancement of the Moses Lake library in accordance with the terms binding the City that accompany any gift, endowment, bequest or trust. The District will provide to the City, each December, an accounting of those funds of the City delivered to the District pursuant to this Agreement and the uses to which those funds were put in accordance with the accounting standards for municipal corporations of this state.

3.4 Term of Agreement. This Agreement shall begin upon execution and remain in place until terminated by either party. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice of termination to the other party. Upon termination the District will return to the City any funds placed into the District's custody.

3.5 Notice. Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the District at North Central Regional Library, attn: Director, xxx, Wenatchee, WA 98801 or to the City at City of Moses Lake, attn: City Manager, PO Drawer 1579, Moses Lake, WA 98837, or at such other address as either party may designate to the other in writing from time to time. All notices to be given with respect to this agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

3.6 Relationship of the Parties. No agent, official, employee, servant, or representative of the City shall be deemed an officer, employee, agent, servant or representative of the District for any purpose. No agent, official, employee, servant or representative of the District shall be an officer, employee, agent servant or representative of the City for any purpose. The City will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or representatives. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants or representatives.

3.7 Entire Agreement. This Agreement constitutes the entire agreement between the City and the District with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.

In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

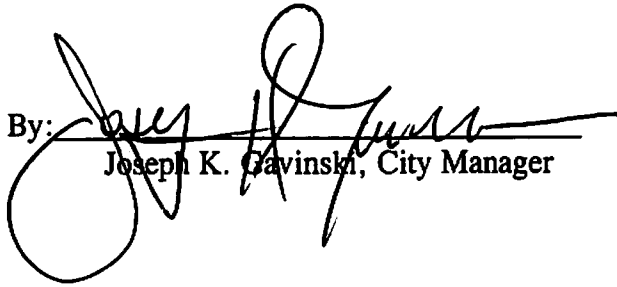
3.8 Governing Law. This Agreement shall be governed by laws of the State of Washington.

3.9 Severability. In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

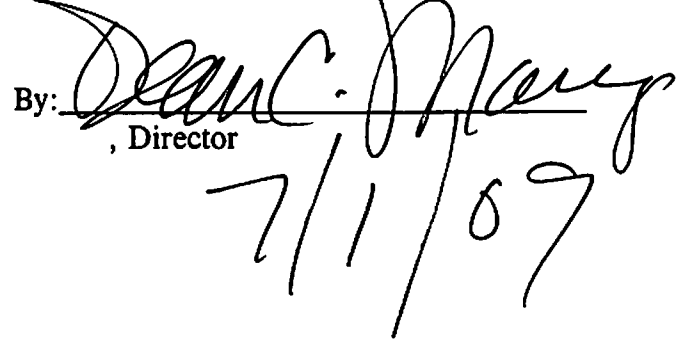
3.10 Time. Time is of the essence with respect to this Agreement.

3.11 Recording of Agreement. This agreement, prior to its entry into force, shall be filed with the Moses Lake City Clerk.

CITY OF MOSES LAKE

By: 
Joseph K. Gavinski, City Manager

NORTH CENTRAL REGIONAL
LIBRARY DISTRICT

By: 
, Director
7/1/09