

1 (a) The total sum expended by the District for all
2 library service during the ten (10) year period immediately
3 preceding the date of notice of termination, will first be
4 established.

5 (b) The total sum expended by the District for Books
6 during the ten (10) year period immediately preceding the date
7 of notice of termination shall next be established.

8 (c) The total sum paid by the Municipality to the
9 District, as library services fees, in the ten (10) years
10 immediately preceding the date of the termination shall next be
11 established.

12 (d) The total number of Books the District has
13 purchased in the ten (10) year period immediately preceding the
14 date of termination shall next be established.

15 (e) The depreciated value of all Books owned by the
16 District shall next be determined by the District by first
17 establishing the expenditures for library materials made by the
18 District in each of the ten (10) years immediately preceding
19 the notice of termination, including the year of the notice.
20 Each yearly expenditure shall then be depreciated by a per-
21 centage amount equal to ten percent (10%) for each year since
22 the making of the expenditure to the end that materials pur-
23 chased ten (10) years before the notice of termination shall be
24 deemed to be without value, the purchase of materials made nine
25 (9) years before the termination shall be deemed to have depre-
26 ciated ninety percent (90%) and to have a current depreciated
27 value of only ten percent (10%) of the original expenditure,
28 and for each succeeding year, the value, for depreciation
29 purposes, for that particular year shall be increased by ten
30 percent (10%) so that the District's purchases made in the year
31 in which the notice of termination is given shall be considered
32 to have a current depreciated value equal to ninety percent

1 (90%) of the original expenditure.

2 (f) The total amount paid to the District by the
3 Municipality, as library service fees, during the ten (10) year
4 period immediately preceding the date of the notice of termina-
5 tion, shall be divided by the total amount expended by the
6 District for all library services during said ten (10) year
7 period and the resulting quotient shall constitute the percent-
8 age of the depreciated value of the District's Books to which
9 the Municipality shall be entitled. The depreciated value of
10 District book purchases during the preceding ten (10) years
11 shall then be multiplied by the aforesaid quotient to establish
12 a Municipal Book dollar value.

13 (g) The average cost per Book shall then be deter-
14 mined by dividing the sum representing the total expended for
15 Books by the District by the total number of Books purchased
16 during said ten (10) year period.

17 (h) The number of Books to which the Municipality
18 shall be entitled shall be the quotient resulting from dividing
19 the Municipal Book dollar value, as determined under subpara-
20 graph (f) hereof, by the average cost per Book for the preced-
21 ing ten (10) year period, as determined under subparagraph (g)
22 hereof.

23 3. LOCALLY OWNED MATERIAL. Books owned by the Munici-
24 pality prior to affiliation with the District and later cataloged
25 by the District will remain the property of the Municipality should
26 the District cease to provide library service to the Municipality.
27 These books will be made available on inter-library loan and will be
28 returned to the Municipality after each specified use.

29 4. GIFT MATERIALS. New gift, memorial and Northwest
30 historical materials and magazine subscriptions specifically donated
31 to the library in a Municipality will be accepted in accordance with
32 the District's book selection and gift book policies and will remain

1 the property of the Municipality to which they are given. The
2 materials will be cataloged and processed by the District and re-
3 turned to the individual library. Such books will be available for
4 inter-library loan, if not available elsewhere in the library
5 system, or designated for "in library use only", and will be returned
6 to the Municipality after each specified use.

7 5. SELECTION OF BOOKS. Following a determination of the
8 number of books to which the Municipality is entitled pursuant to
9 paragraph 2 hereof, the District shall select for transfer to the
10 Municipality, a varied selection of good and useful titles, includ-
11 ing both basic and currently popular materials.

12 6. ARBITRATION. In the event the parties are unable to
13 agree upon a proper division of the Books in accordance with the
14 provisions of this Agreement, a Board of Arbitrators shall be appoint-
15 ed by the parties to make such decision utilizing the methods pro-
16 vided herein. The Board of Arbitrators shall consist of three
17 persons, one appointed by the District, one appointed by the Munici-
18 pality's local library board and the third selected by the first
19 two appointees. In the event the first two appointees cannot agree
20 on a third arbitrator, the parties shall request the presiding judge
21 of a Superior Court in any county served by the District, with the
22 exception of the county in which the Municipality is located, to
23 designate the third arbitrator.

24 The Board of Arbitrators shall convene within thirty (30)
25 days of the date that either party shall advise the other in writing
26 that they believe an impasse has been reached on the proper division
27 of the Books. The costs of the Board of Arbitration shall be div-
28 ided equally between the parties. The decision of the Board of
29 Arbitration shall be by majority vote and the decision of the Board
30 of Arbitration shall be final and binding on all parties hereto.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

7. WITHDRAWAL. In the event that the Municipality shall become annexed to the District and shall thereafter sever its connection with the District and provide its own library services, the terms and conditions of this Agreement shall nonetheless continue in full force and effect.

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 Richard P Rhodes
Chairman

Attested by:

Alice J Harwood
Secretary

"District"

CITY (TOWN) OF MOSES LAKE, WASHINGTON

By Joseph Gawmsh
Mayor
City Mgr

Attested by:

Walter Fry
Clerk

"Municipality"