

Resolution No. 2302

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF KELSO TO CONTINUE RECIPROCAL LIBRARY BORROWING

Whereas, the City of Longview maintains a public library, and desires to expand the opportunities for its library patrons to utilize library services when they are outside of Longview; and

Whereas, the City of Kelso maintains a public library, and desires to expand the opportunities for its library patrons to utilize library services when they are outside of Kelso; and

Whereas, the Longview City Council and the board of trustees of the Longview Public Library and Kelso City Council and the board of trustees of the Kelso Public Library find that it is in the best interests of their respective libraries to continue a reciprocal borrowing process that allows their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, all parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. The City Manager is authorized to execute the agreement with the city of Kelso to continue a program for reciprocal library borrowing which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 13th day of June, 2019.



Mayor

ATTEST:



City Clerk

**INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LONGVIEW AND THE CITY OF KELSO
FOR RECIPROCAL LIBRARY
BORROWING**

This interlocal agreement is made this 13th day of June, 2019 between the City of Longview hereinafter referred to as Longview, and the City of Kelso, hereinafter referred to as Kelso.

Whereas, the City of Longview maintains a public library, which desires to expand the opportunities for its library patrons to utilize library services when they are outside of Longview; and

Whereas, the City of Kelso maintains a public library, which desires to expand the opportunities for its library patrons to utilize library services when they are outside of Kelso; and

Whereas, the Longview City Council and the board of trustees of the Longview Public Library (hereinafter referred to as LPL) and Kelso City Council and the board of trustees of the Kelso Public Library (hereinafter referred to as KPL) find that it is in the best interests of their respective libraries to continue a reciprocal borrowing process that allows their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, all parties 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 PARTIES AS FOLLOWS:

- 1. Purpose.** The purpose of this agreement is to facilitate the use of neighboring libraries by our Resident Cardholders. No separate entity or board is created by this agreement.
- 2. Term.** This agreement shall commence on July 1, 2019 and expire on June 30, 2024. After this time, the Reciprocal Borrowing Pilot Project will be evaluated and a recommendation will be made to both Cities on the continuance of a permanent reciprocal agreement, to be approved before the termination of the agreement in order to ensure continuity of service.
- 3. Definitions.** For the purposes of this agreement a "Resident Cardholder" shall refer to a library cardholder who resides within the city limits of the City of Longview or the City of Kelso, as well as those entitled by the library policies of each library to resident library cards, including but not limited to City property and business owners, and residents of the Cowlitz County Partial-County Rural Library District. "Owning Library" refers to the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a 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 cardholder at the Owinging Library.
2. Library Materials must be returned to the Owinging Library; if the library materials owned by one library are returned to the other library, the materials will be routed back to the Owinging Library, but any overdue charges will continue to accrue under the terms of the Owinging Library's policies.

(b.) A cardholder of LPL shall be entitled to all of the privileges of a Resident Cardholder of KPL; likewise, a cardholder of KPL shall be entitled to all privileges of a Resident Cardholder of LPL.

(c.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review and Administration. The Directors/Managers of both libraries shall be the administrators of this Agreement and will review the effectiveness of this Agreement quarterly and will submit a report to their governance bodies three months before the end of the project, so that there is time to extend or renew the Agreement before the end date.

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

7. Termination. The Agreement may be terminated by either party upon 90 days' written notice to the other party.

8. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the Longview Public Library
Attn: Library Director
1600 Louisiana St.
Longview, WA 98632

To the Kelso Public Library
Attn: Library Manager
351 Three Rivers Drive
Kelso, WA 98632

9. Amendment. This agreement may be modified only by further agreement in writing as mutually agreed to by both parties.

- 10. Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
- 11. Applicable Law-Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Cowlitz County, Washington.
- 12. Waiver.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby.
- 13. Concurrent Originals.** This Agreement may be executed in two or more counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14. Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.
- 15. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent 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.

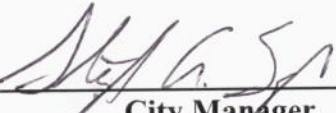
Dated this 13th day of June 2019.


Dated this 13th day of June, 2019.

CITY OF LONGVIEW, WASHINGTON

CITY OF KELSO, WASHINGTON

By: 
City Manager

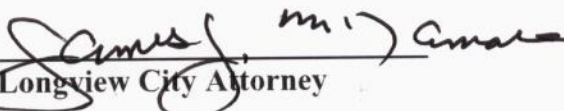
By: 
City Manager

Attest:

City Clerk

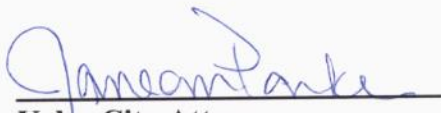
Attest:

City Clerk

Approved as to form:


Longview City Attorney

Approved as to form:


Kelso City Attorney