

LIBRARY SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of November 1987, by and between TIMBERLAND REGIONAL LIBRARY, an Intercounty Rural Library District hereinafter referred to as the "District", and the CITY OF ELMA, herein referred to as the "City".

WHEREAS, the City was annexed into the District in 1982 under the provisions of RCW 27.12.370, and

WHEREAS, that annexation has been set aside for the 1988 tax year by the withdrawal of the City from the District under the provisions of Chapter 138, Washington Laws, 1987, and

WHEREAS, the City desires to continue to receive library services from the District, and

WHEREAS, pursuant to the provisions of RCW 27.12.180, the City is authorized to contract to receive library services from an existing library, and the District has the reciprocal power to contract to render library services to the City, and

WHEREAS, the parties have determined that this Agreement will enable them to provide the best library services to the greatest number of people at the most reasonable cost.

NOW, THEREFORE, IN CONSIDERATION of mutual covenants contained herein, the parties hereby agree as follows:

1. The District shall make available to the residents of the City, the library services generally available throughout the District, and in furtherance thereof, the residents of the City shall be entitled to the same library privileges as residents of the District.

2. The District will be solely responsible for the operations of the branch library located in the City, including, but not limited to, provision for library personnel, books and other library materials, hours of opening, and library policies. All persons employed to fulfill the obligations of the District shall be responsible solely to the District.

3. The City, without cost to the District, shall provide a suitable building or space in a building for library quarters and will provide and pay for all necessary furnishings, utilities, insurance, and maintenance (including janitorial) relating to such library quarters.

4. In addition to providing library quarters pursuant to Section 3, the City shall pay to the District the sum of money equal to the lesser of twenty-seven and one-half cents per thousand dollars (\$0.275 per \$1,000) of assessed valuation of real and personal property within the corporate limits of the City or an amount determined by establishing the amount of money which will be received by the City in 1988 from its property based levy after withdrawal from the District and subtracting therefrom the amount of money which would have been received by the City from that levy but for the withdrawal from the District. This amount shall be paid in four (4) equal quarterly payments into the Timberland Regional Library District Fund of the Thurston County Treasurer.

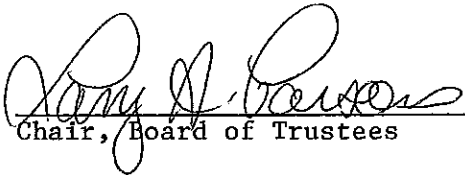
5. The term of this contract shall be for the period commencing January 1, 1988 and expiring December 31, 1988. If any provision of this Agreement, or its application to any person or circumstance is held invalid, the remainder of the Agreement, or the application of the provision to other persons or circumstances, is not affected.

6. This Agreement, effective January 1, 1988, shall supersede any earlier library services agreement between the parties hereto 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.

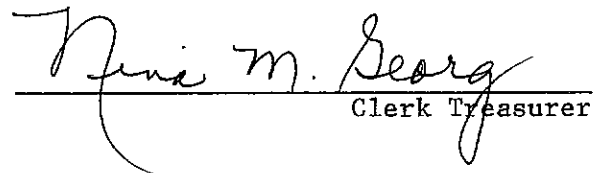
TIMBERLAND REGIONAL LIBRARY

CITY OF ELMA

  
Chair, Board of Trustees

  
Mayor

  
Secretary, Board of Trustees

  
Clerk Treasurer