

**CITY OF BLAINE**  
**REQUEST FOR COUNCIL ACTION**  
**MEETING DATE:** July 24, 2006

**SUBJECT:** Library District – City of Blaine Agreement

**SUBMITTING DEPT:** City Manager

**PREPARED BY:** Gary Tomsic

**AGENDA LOCATION:** Comments/Communications ☐, Consent ☐ Committee Reports ☐,  
Unfinished Business ☐, New Business ☒ Public Hearing ☐, Standing Committees ☐

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**ATTACHMENTS:** Copy of Building Lease

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**SUMMARY/BACKGROUND:** The City's agreement with the Library District for the use of building has not been updated for many years. I have worked with the District to update the agreement. There are no substitutive changes. Our responsibilities for under the agreement remain the same as before.

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**RECOMMENDATION:** Waive second reading and approve.

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**FISCAL ANALYSIS**

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**REVIEWED BY:**

City Manager \_\_\_\_\_ Finance Dir. \_\_\_\_\_ City Clerk \_\_\_\_\_

**COUNCIL ACTION:**

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: \_\_\_\_\_

**COUNCIL ACTION:** \_\_\_\_\_

**AGREEMENT FOR EXCHANGE OF SERVICES  
BETWEEN THE CITY OF BLAINE AND  
THE WHATCOM COUNTY RURAL LIBRARY DISTRICT**

This Agreement is made between the CITY OF BLAINE (called "the City" in this Agreement) and the WHATCOM COUNTY RURAL LIBRARY DISTRICT (called "the District" in this Agreement).

**1. Purpose of Agreement.** The parties both desire that library services be offered within the City of Blaine: the District due to the central location of the City, and the City because it recognizes the benefit its citizens will derive from a local Library facility. The parties wish to make an equitable allocation of the costs of providing library services in Blaine and make this Agreement to state their mutual understandings of the responsibilities each will fulfill in order to establish and maintain the library facility. In consideration of the promises and commitments made in this Agreement, the parties agree as follows.

**2. Facility for Library Services.** The City owns or leases a property described as: 610 3<sup>rd</sup> Street, Blaine, Washington (herein called "the Premises") and wishes to furnish part or all of that property to the District for its use as a library facility. The City represents and warrants that it has good title to these premises and has the right to furnish the Premises for use by the District as provided in this Agreement, and will warrant and defend the same for the District against any competing claim.

**3. Library Services.** The District shall make use of the Premises for library operations and administrative services, providing library services consistent with its policies and procedures with the intent of providing the highest level of modern library services possible with available resources. The District reserves the right to rotate material throughout the system.

The day-to-day management and operation of library services on the Premises is the responsibility of the District's Director or his or her designee, and will be subject to all of the personnel policies and procedures of the District. The District shall provide all management, supervision, personnel, furniture, materials, equipment and supplies necessary for the library operation and shall take all reasonable precautions to prevent damage, injury or loss, by reason of or related to the operation and maintenance of the Premises.

Public meetings will be scheduled in the public meeting rooms of the Premises by District staff, consistent with the District's Policy on Use of Library Facilities.

**4. Term of Agreement.** The Initial Term of this Agreement will be the five year period beginning on 2006. This Agreement shall renew automatically for additional terms of one year each, unless and until it is terminated by either party as described in this Agreement.

**5. Termination of Agreement.** This Agreement may be terminated as follows:

a. by either party by delivering written notice of termination to the other party at least Six (6) Months before the last day of the initial or any extended term of this Agreement.

b. by the City if the District has abandoned the Premises.

c. by the District upon written notice from the City that it has withdrawn from the District and declines to enter a separate contract with the District, as provided in Paragraph 15 of this Agreement ("Withdrawal").

Upon termination of the District's occupancy of the Premises, the District shall surrender the Premises in as clean and neat condition as when possession was tendered, normal wear and tear excepted, and the District shall turn over all keys to the City upon termination.

**6. Maintenance and Repair of Premises.** The District will be responsible for maintaining the Premises in neat and clean condition, including basic janitorial services; light bulb replacement; mat cleaning and replacement; floor covering cleaning, rest room cleaning, and providing restroom and cleaning supplies. The District may install and maintain, at its own expense, any necessary modifications or changes to doors, door locks, and internal security systems.

The City will be responsible for maintaining the Premises in good condition and repair, appropriate to its use as a public facility, including maintenance and repair of damage to designated parking areas, sidewalks, driveways, fences, storm drains, utility lines and meters, exterior painting, interior painting, landscaping (including lawn care and snow removal), repairs and maintenance to the roof and the exterior of the building, floor coverings, wiring, lighting fixtures, windows, plumbing, and any repairs and maintenance to the mechanical integrity of the heating and cooling equipment, excluding modifications or changes to doors, door locks, and internal security systems.

The City and the District may agree from time to time to share the cost of improvements or modifications to the Premises in addition to the City's maintenance and repair responsibilities under this paragraph. Each such situation will be considered on an individual basis, and any cost sharing must be duly negotiated and mutually agreed by both parties. Any cost sharing agreement shall be in writing and attached as an amendment to this Agreement.

**7. Personal Property.** The District, at its own expense, shall have the right to place and install personal property, fixtures, equipment, and other temporary installations in and upon the Premises, and fasten the same to the premises. All personal property, fixtures, equipment, and temporary installations which are acquired, placed or installed by the District at the commencement of this Agreement or thereafter, shall remain the District's property free and clear of any claim by the City. The District shall have the right to remove the same at any time during the term of this Agreement provided that any damage to the Premises caused by such removal shall be repaired by the District at the District's expense.

**8. Other Costs.** The parties will share the expenses of the facility as follows.

a. **Basic Utilities.** The District will pay for basic utilities to the Premises including telephone, telecommunications, gas, electricity, water, sewer, solid waste, and recycling.

b. **Property Taxes.** The City agrees to pay any real estate taxes or special assessments which are due and payable during the term of this Agreement.

c. **Insurance.** The parties will both purchase insurance, as follows: The City shall maintain fire and extended coverage insurance on the Building and the Premises for the full, insurable replacement value of the premises. The District shall be responsible, at its expense, for fire and extended coverage insurance on all of its property, including removable fixtures, located in the Premises. The District and the City shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Premises. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Both parties shall timely provide each other with proofs of such coverage.

d. The District may install appropriate signage, in locations agreed by the parties, at the District's sole cost.

**9. Liability and Indemnification.** The District agrees to indemnify, defend and hold the City, its agents, officers and employees harmless from, and to process and defend at its own expense, all claims, demands, or suits at law or reasonable equity arising out of the District's, its agent's, officer's or employee's performance or failure to perform any and all legal duties, including but not limited to the duties provided in this Agreement, or as a result of the District's negligence, misconduct or other fault in the use of the Premises.

The City agrees to indemnify, defend and hold the District, its agents, officers and employees harmless from, and to process and defend at its own expense, all claims, demands, or suits at law or reasonable equity arising out of the City's, its agent's, officer's or employee's performance or failure to perform any and all legal duties, including but not limited to the duties provided in this Agreement, or as a result of the City's negligence, misconduct or other fault related to the Premises.

If any claim or suit arises or results from the concurrent or combined fault of the City and the District, this indemnity provision with respect to such claims or suits shall apply only to the extent of each party's fault, to the end that each party's liability should be in direct proportion to that party's proportion of the fault that caused the damage at issue.

**10. Damage and Destruction.** If the Premises or any part or appurtenance is so damaged by fire, casualty, structural defect or any other cause beyond the District's reasonable control that the same cannot be used for the District's purposes, the District may terminate this Agreement within ninety (90) days following damage upon written notice as provided in this Agreement. In the event of minor damage to any part of the Premises which does not render the Premises unusable for the District's purposes, the City shall promptly repair such damage. The District shall bear the cost of repairs for damage other than normal wear and tear which is caused by the negligence or fault of a District employee.

**11. Landlord's Right of Access.** The City shall have the right to enter upon the Premises at reasonable hours for the purpose of inspection or maintenance. The City shall retain a key for such purposes.

**12. Assignment.** Neither party shall voluntarily or by operation of law assign, sublet or otherwise transfer or encumber any part of this Agreement or their interest therein or in the premises without the prior, written consent of the other party. Any attempted assignment, transfer, encumbrance or subletting without such consent shall be void.

**13. Relationship of the Parties.** The parties agree that they are separate entities operating independently of each other. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement.

**14. Notices.** Any notice required or permitted under this Agreement shall be in writing and may be served personally or by certified mail addressed to the parties at the addresses listed below, or at the address one party specifies to the other in writing. Each party will notify the other promptly of any change in address.

District: Whatcom County Library System  
5205 Northwest Drive  
Bellingham, WA 98226

City: City of Blaine  
322 "H" Street  
Blaine, WA 98230

**15. Withdrawal From Agreement.** Upon a request by the District made pursuant to a resolution by its board of trustees finding that inclusion of the City within the library district will result in a reduction of the district's tax levy rate under the provisions of RCW 84.52.010, the City will, through an appropriate resolution or other sufficient action pursuant to Chapter 27.12 RCW, withdraw from the District.

Upon withdrawal of the City from the District, the parties may enter into a contract for the District to provide uninterrupted library services at a rate of compensation duly negotiated by both parties and paid by the City. Both parties shall remain free to enter or decline to enter into such a contract, in their sole discretion. Unless such a contract is made between the parties, this Agreement shall terminate at the later of the effective date of the City's withdrawal from the District or ninety (90) days following the date the District requests the City's withdrawal.

If after withdrawal of the City from the District as provided herein, the circumstances change so that inclusion of the area in the District would not result in a reduction of the District's tax levy rates, the City and the District may agree to the re-annexation of the City as provided in RCW 27.12.355(3). In that event the City and the District will enter into a new Agreement regarding library operations in the City.

**16. Compliance with Law.** Both parties will comply with all laws, orders, ordinances and other public requirements pertaining to the provisions of this Agreement and the use of the Premises.

**17. Final Agreement.** This Agreement contains the parties' entire understanding regarding its subject, and it supersedes any prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**18. Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

Having made these understandings between them, the parties have executed this Agreement as of the date(s) of their respective agents' signatures, below.

**CITY OF BLAINE**

**WHATCOM COUNTY RURAL LIBRARY DISTRICT**

By its authorized agent

By its authorized agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date