

MAR 25 1996

INTERLOCAL COOPERATION AGREEMENT STATE OF WASHINGTON
**BETWEEN THE SPOKANE COUNTY LIBRARY DISTRICT AND THE
CITY OF AIRWAY HEIGHTS, WASHINGTON**

This Interlocal Cooperation Agreement (the "Agreement") is entered into by and between the Spokane County Library District (the "District") and the City of Airway Heights, Washington (the "City") as of August 10, 1995. The District and the City are hereinafter sometimes referred to individually as the Party and, collectively, as the Parties.

WHEREAS, the District is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington and is authorized to provide library services pursuant to chapter 27.12 RCW;

WHEREAS, the City is a municipal corporation duly organized under and by virtue of the laws of the State of Washington and is authorized to provide library services pursuant to RCW 27.12.025;

WHEREAS, chapter 39.34 RCW authorizes public agencies to enter into agreements to jointly and cooperatively provide services that each is separately authorized to provide;

WHEREAS, on September 21, 1989 the City entered into a contract with the District to provide library services to the residents of the City pursuant to RCW 27.12.180 (the "Contract");

WHEREAS, the District has proposed, and the City has agreed, that the District will seek the authorization of its qualified electors to issue its unlimited tax general obligation bonds to finance, in part, the construction of new library facilities within the boundaries of the City;

WHEREAS, the District and the City are each desirous of entering into this interlocal cooperation agreement (the "Agreement") to provide for such acquisition and construction;

NOW, THEREFORE, THE DISTRICT AND THE CITY DO HEREBY AGREE AND CONTRACT, as follows:

Section 1. PURPOSE

The purpose of this Agreement is to provide for the acquisition, construction and equipping of new library facilities in the City (the "Project") and to provide for the maintenance and operation of said library facilities.

Section 2. DESCRIPTION OF PROJECT

The new library facilities (the "Library") shall be constructed, equipped and owned by the District. The Library will be constructed on City-owned property, at a location mutually agreed upon by the Parties, and will be approximately 3,000 square feet in size.

Section 3. PAYMENT OF COSTS OF THE PROJECT

In order to provide for payment of the acquisition, construction and equipping of the Project, the District shall submit to its qualified electors the proposition of whether it should issue its unlimited tax general obligation bonds (the "Bonds") and be authorized to levy a tax on real property within the District to repay the Bonds. The District shall use a portion of the proceeds of the Bonds to pay the costs of the Project as defined in Resolution No. 95-06 of the District, adopted on June 15, 1995. The District shall not be obligated to proceed with the Project unless the proposition to issue the Bonds and levy the tax is approved by the qualified electors within the District. Maintenance and operation costs of providing library services within the Town shall be paid from other legally available money.

Section 4. GENERAL CONDITIONS

The facilities to be constructed with the proceeds of the Bonds, including all equipment, fixtures, furnishings and appurtenances thereto, shall be owned by the District. The City shall lease the real property on which the Library is located to the District under terms and conditions to be mutually agreed upon by the Parties.

The City agrees that all policies, regulations, and procedures for use of the Library and its collection shall be set by the District.

Library services offered under this Agreement shall be available to residents of the City on the same basis as to residents of the District.

Section 5. DISTRICT RESPONSIBILITIES

The District shall make available to the City residents the resources and library services generally available throughout the District to the extent deemed reasonable and equitable by the District's Board of Trustees in view of its District-wide service responsibilities.

The District shall determine staffing levels required to operate the Library. All staff hired to operate the Library shall be employees of the District, subject to personnel policies and regulations of the District.

In the provision of books and other non-print materials by the District, the collection for the Library shall be determined by the population served, shelf space available, the use made of the materials, and the funds available in the District-wide materials budget.

The District shall have the responsibility for the selection and maintenance of such materials and, should this Agreement be terminated, those materials shall remain the property of the District; however, materials previously owned by the City before contracting with the District which remain in the collection at the time of termination may revert to City ownership upon payment to the District for any costs incurred in removing them from its materials collection.

The District shall make all decisions regarding the addition of gift materials to the Library collection.

Section 6. CITY RESPONSIBILITIES

The City shall provide following maintenance and operation services for the Library:

- A. heating and lighting;
- B. water and sewer; and
- C. janitorial services, grounds maintenance.

These services shall be provided by the City and without cost to the District.

Section 7. HOURS OF SERVICE

Regular hours of service shall be determined by the District based upon available funding and its District-wide service responsibilities. The City shall be given reasonable advance notice of any change in hours or special closures.

Section 8. CITY CONTRACT FEE

In consideration for the provision of library services, the City agrees to pay to the District, commencing on February 1, 1996 and each year thereafter for the duration of this Agreement, the sum of money equal to the levy rate applied for library purposes, multiplied by the assessed valuation of property within the corporate limits of the City. Each year's payment shall be made in four equal installments to be

remitted on or before February 1, May 1, August 1, and November 1 of each year during the term of this Agreement.

Section 9. WITHDRAWAL AND DISSOLUTION

This Agreement may be terminated by either Party at the end of any calendar year upon written notice delivered to the other Party at least 90 days prior to the end of the calendar year.

Section 10. INSURANCE AND MUTUAL RELEASE

A. Liability and Property Damage Insurance: The District agrees to maintain at its expense such liability insurance and property damage insurance upon its own property and equipment in such amounts as the District deems proper.

The City agrees to maintain at its expense such liability insurance and property damage insurance on City-owned property in such amounts as the City deems proper. In no event, however, shall the City be obligated to purchase or maintain property insurance on the personal property of the District.

B. Additional Insurance: Both parties reserve the right to purchase such additional insurance as, in their opinion, is necessary to protect against claims arising out of or in connection with this Agreement. Such reserved right shall not diminish either Party's obligation to carry insurance as specified herein.

C. Mutual Release: The City and the District mutually agree to release and hold harmless each other from any responsibility and liability for loss or damage arising out of or in connection with this Agreement or maintenance and operation of the Library. It is the intent of the Parties that the Parties shall protect their respective property and their respective interests through carrying adequate property damage insurance. It is the intent of the Parties that neither Party shall be liable to the other Party and there shall be no right of subrogation through either or against the other for damage from any cause whatsoever to the property of the other Party.

Section 11. AMENDMENTS TO INTERLOCAL AGREEMENT

This Agreement may be amended only in writing by mutual agreement of the Parties.

Section 12. TERM

This Agreement shall be for a term of 15 years, and shall renew automatically for successive 15 year terms unless either Party withdraws pursuant to Section 9 above.

Section 13. HOLD HARMLESS PROVISION

The District agrees to hold harmless the City for any and all claims or demands relating to injury or damage resulting from acts, omissions or negligence of the City and its employees in the performance of this Agreement.

The City agrees to hold harmless the District for any and all claims or demands relating to injury or damage resulting from acts, omissions or negligence of the District and its employees in the performance of this Agreement.

Section 14. FILING

The District shall file, or cause to be filed, this Agreement with the Secretary of State of the State of Washington and with the Spokane County Auditor.

Section 15. REPEALER

All prior agreements, including the Contract, in conflict herewith are hereby repealed to the extent of such conflict.

Section 16. EFFECTIVE DATE

Provided that the qualified electors of the District approve and ratify the proposition to issue the Bonds and levy an excess tax, this Agreement shall become effective upon its execution by the Parties and when filed as provided in Section 14 hereof. In the event the Bond issue is not approved, this Agreement shall be null and void in its entirety.

Dated: Aug 10, 1995

SPOKANE COUNTY LIBRARY
DISTRICT

By: *Michael J. Wirt*
Title: Director

Dated: Aug 10, 1995

CITY OF AIRWAY HEIGHTS,
WASHINGTON

By: *Jan A. Hansen*
Title: Mayor

Approved as to form *Susan D. Miller* Date: Sept. 1, 1995
per Susan Dietz Miller

Approved as to form *Roy J. Koegen* Date: Sept 1, 1995
per Roy J. Koegen

DEC 04 1997

Spokane County
Library District

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SPOKANE COUNTY LIBRARY DISTRICT AND
THE CITY OF AIRWAY HEIGHTS, WASHINGTON**

This First Amendment to the Interlocal Cooperation Agreement Between the Spokane County Library District (the "District") and the City of Airway Heights, Washington (the "City") is entered into as of December 2, 1997, with respect to that certain Interlocal Cooperation Agreement Between the Spokane County Library District and the City of Airway Heights, Washington dated August 10, 1995 (the "Agreement").

Recitals:

WHEREAS, the District, a municipal corporation of the State of Washington and the City, a municipal corporation of the State of Washington, entered into an Interlocal Agreement for the purpose of providing for the acquisition, construction and equipping the new library facilities in the City and to provide for the maintenance and operation of said library facilities (the "Library");

NOW, THEREFORE, THE DISTRICT AND THE LIBRARY DO HEREBY AGREE TO AMEND THE AGREEMENT AS FOLLOWS.

Section 1. Section 6 of the Agreement shall be amended to read as follows:

Section 6. MAINTENANCE AND OPERATION RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES.

The District shall be responsible for all costs associated with the following maintenance and operation services for the Library on a phased-in basis, effective January 1 of the years indicated:

- A. Janitorial Services: 1998;
- B. Landscape maintenance, with the exception of mowing: 1998;
- C. Refuse collection: 1998;
- D. Utilities, including natural gas, electricity, water and sewer: 1999.

These services shall be provided by the District without cost to the City.

B. CITY RESPONSIBILITIES.

The City shall provide the following maintenance and operation services for the Library through December 31 of the years indicated, after which they will become District responsibilities:

- A. Janitorial services: 1997;
- B. Landscape maintenance, with the exception of mowing: 1997;
- C. Refuse collection: 1997;
- D. Utilities, including natural gas, electricity, water and sewer: 1998.

The City shall continue to provide the following maintenance services for the Library:

- A. Mowing;
- B. Snow removal.

These services shall be provided by the City without cost to the District.

Section 2. All other terms and conditions of the Agreement except as amended herein shall remain in full force and effect.

Section 3. Merger. This Amendment, together with the Agreement, constitutes the entire agreement. There are no other present agreements, oral or written, which would modify this Agreement.

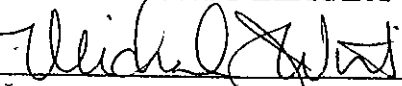
Section 4. The parties agree that no breach or violation of this Agreement exists as of this Amendment and if so, it is hereby waived.

Section 5. Filing. The District shall file, or cause to be filed, this Agreement with the Secretary of State of the State of Washington and the Spokane County Auditor.


Section 6. Effective Date. This Agreement shall become effective upon its execution by the Parties and when filed as provided in Section 14 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this First Amendment to the Interlocal Cooperation Agreement Between the Spokane County Library District and the City of Airway Heights, Washington as of the date first set forth above.

SPOKANE COUNTY LIBRARY DISTRICT

By 
 Name: Michael J. Wirt
 Title: Director

CITY OF AIRWAY HEIGHTS

By 
 Name: Don A. Harmon
 Title: Mayor

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 1st day of ^{December} ~~November~~, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Wert to me known to be the person who signed as Michael Wert of SPOKANE COUNTY LIBRARY DISTRICT, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified, and acting as said officer of the corporation, that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Sandra L. Cuzzetto
(Signature of Notary)

Sandra L. Cuzzetto
(Printed Name of Notary)
NOTARY PUBLIC in and for the
State of Washington, residing at Spokane.
My Commission Expires: 7/29/98

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 2nd day of ^{December} ~~November~~, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Harmon to me known to be the person who signed as Don Harmon of the CITY OF AIRWAY HEIGHTS, WASHINGTON, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified, and acting as said officer of the corporation, that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Rita Pike
(Signature of Notary)

Rita Pike
(Printed Name of Notary)
NOTARY PUBLIC in and for the
State of Washington, residing at Airway Heights
My Commission Expires: July 5, 1998



**SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SPOKANE COUNTY LIBRARY DISTRICT AND
THE CITY OF AIRWAY HEIGHTS, WASHINGTON**

This Second Amendment to the Interlocal Cooperation Agreement Between the Spokane County Library District (the "District") and the City of Airway Heights, Washington (the "City") is entered into as of March 29, 1999, with respect to that certain Interlocal Cooperation Agreement Between the Spokane County Library District and the City of Airway Heights, Washington dated August 10, 1995 (the "Agreement") as amended by the First Amendment to the Interlocal Cooperation Agreement dated as of December 2, 1997.

Recitals:

WHEREAS, the District, a municipal corporation of the State of Washington and the City, a municipal corporation of the State of Washington, entered into an Interlocal Agreement for the purpose of providing for the acquisition, construction and equipping the new library facilities in the City and to provide for the maintenance and operation of said library facilities (the "Library");

NOW, THEREFORE, THE DISTRICT AND THE LIBRARY DO HEREBY AGREE TO AMEND THE AGREEMENT AS FOLLOWS.

Section 1. Section 6 of the Agreement shall be amended to read as follows:

Section 6. MAINTENANCE AND OPERATION RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES.

The District shall be responsible for all costs associated with the following maintenance and operation services for the Library on a phased-in basis, effective January 1 of the years indicated:

- A. Janitorial Services: 1998;
- B. Landscape maintenance; with the exception of mowing: 1998;
- C. Mowing: 1999;
- D. Utilities, including natural gas, electricity, water and sewer: 1999.

These services shall be provided by the District without cost to the City.

B. CITY RESPONSIBILITIES.

The City shall provide the following maintenance and operation services for the Library through December 31 of the years indicated, after which they will become District responsibilities:

- A. Janitorial services: 1997;
- B. Landscape maintenance, with the exception of mowing: 1997;
- C. Mowing: 1998;
- C. Utilities, including natural gas, electricity, water and sewer: 1998.

The City shall continue to provide the following maintenance services for the Library:

- A. Refuse collection;
- B. Snow removal.

These services shall be provided by the City without cost to the District.

Section 2. All other terms and conditions of the Agreement except as amended herein shall remain in full force and effect.

Section 3. Merger. This Amendment, together with the Agreement, constitutes the entire agreement. There are no other present agreements, oral or written, which would modify this Agreement.


Section 4. The parties agree that no breach or violation of this Agreement exists as of this Amendment and if so, it is hereby waived.

Section 5. Filing. The District shall file, or cause to be filed, this Agreement with the Secretary of State of the State of Washington and the Spokane County Auditor.

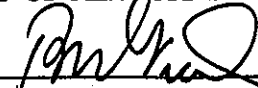
Section 6. Effective Date. This Agreement shall become effective upon its execution by the Parties and when filed as provided in Section 14 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this First Amendment to the Interlocal Cooperation Agreement Between the Spokane County Library District and the City of Airway Heights, Washington as of the date first set forth above.

SPOKANE COUNTY LIBRARY DISTRICT

By 
 Name: Michael J. Wirt
 Title: Director

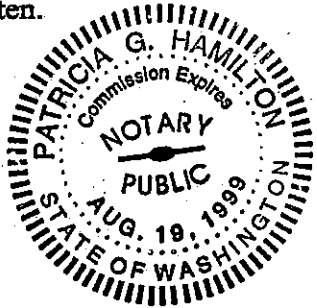
CITY OF AIRWAY HEIGHTS

By 
 Name: Brian M. Grady
 Title: Mayor

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 19th day of Apr, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael J Wirt, to me known to be the person who signed as Director of SPOKANE COUNTY LIBRARY DISTRICT, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified, and acting as said officer of the corporation, that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Patricia G. Hamilton
(Signature of Notary)

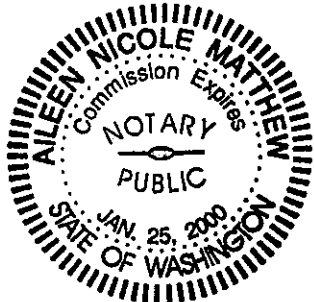
Patricia G. Hamilton
(Printed Name of Notary)

NOTARY PUBLIC in and for the
State of Washington, residing at Spokane.
My Commission Expires: 8-19-99

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 12th day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian M. Grady, to me known to be the person who signed as Mayor of the CITY OF AIRWAY HEIGHTS, WASHINGTON, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified, and acting as said officer of the corporation, that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Aileen N. Matthew
(Signature of Notary)

AILEEN N. Matthew
(Printed Name of Notary)

NOTARY PUBLIC in and for the
State of Washington, residing at SPOKANE CO.
My Commission Expires: 1-25-2000

**THIRD AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN SPOKANE COUNTY LIBRARY DISTRICT AND
THE CITY OF AIRWAY HEIGHTS, WASHINGTON**

This Third Amendment to Interlocal Cooperation Agreement (the “Third Amendment”) is entered into by and between the Spokane County Library District (the “District”) and the City of Airway Heights, Washington (the “City”) as of December 2, 2024. The District and City are hereinafter sometimes referred to individually as a Party and, collectively, as the Parties.

WHEREAS, on or about August 10, 1995, the Parties entered into that certain Interlocal Cooperation Agreement Between the Spokane County Library District and the City of Airway Heights, Washington, which amongst other things set forth certain understandings of the Parties regarding library facilities within the boundaries of the City and the Contract Fee related thereto, which was amended by the Parties on or about December 2, 1997, and again on or about March 29, 1999 (collectively, the “Agreement”);

WHEREAS, on or about March 27, 1997, the Parties entered into that certain Ground Lease to lease the following described real property (hereafter the “Property”) owned by the City to the District (the “Ground Lease”) for the construction and operation of a library facility on the Property:

Lots 8 and 9, Block 4, FIRST ADDITION to Airway Heights, according to plat recorded in Volume X of Plats, Page 12, in Spokane County, Washington.

APN: 15234.2426;

WHEREAS, by way of voter approval at a special election held on August 1, 2023, the City will annex into the District on January 1, 2025;

WHEREAS, the Parties desire to amend the Agreement to accommodate the conveyance of the Property from the City to the District;

WHEREAS, the Parties also desire to amend the Agreement to set forth certain understandings of the Parties regarding the short subdivision, land segregation or boundary line adjustment of the following described real property that is immediately adjacent to the Property (hereafter the “Subdivided Property”):

Lot 7, Block 4, FIRST ADDITION to Airway Heights, according to plat recorded in Volume X of Plats, Page 12, in Spokane County, Washington

APN: 15234.2406

WHEREAS, the short subdivision, land segregation or boundary line adjustment of the Subdivided Property will accommodate the conveyance of a portion of the Subdivided Property (as such term is defined below) from the City to the District, and grant the District a first option to purchase on the portion of the Subdivided Property retained by the City; and

NOW, THEREFORE, THE DISTRICT AND THE CITY DO HEREBY AGREE, as follows:

1. Short Subdivision, Land Segregation or Boundary Line Adjustment of the Subdivided Property.

The City shall expeditiously pursue a short subdivision, land segregation or boundary line adjustment of the Subdivided Property, whichever be most appropriate (the “Subdivision”), resulting in a portion of the Subdivided Property totaling 1,925 square feet to be conveyed to the District (the “District Portion of the Subdivided Property”) and the remaining portion of the Subdivided Property totaling 6,000 square feet to be retained by the City (the “City Portion of the Subdivided Property”). The Subdivision shall comply with all frontage, square footage and other requirements for lots within the City.

2. Conveyance of the Property and the District Portion of Subdivided Property.

Upon completion of the Subdivision, the Parties agree to negotiate in good faith a mutually-agreeable real estate purchase and sale agreement to convey the Property and the District Portion of the Subdivided Property to the District, which shall, among other things, memorialize that upon consummation of the real estate purchase and sale transaction contemplated in such agreement, the Ground Lease shall be terminated and no longer in effect.

For the purposes of conveyance of the Property and District Portion of the Subdivided Property, the Parties have agreed the value of such real estate is \$14.00 per square foot for a total value of \$251,300, based on a total square footage of the Property being 16,025 square feet, and the total square footage of the District Portion of the Subdivided Property being 1,925 square feet, for a total of 17,950 square feet.

3. First Option to Purchase.

Upon completion of the Subdivision, the parties agree to expeditiously negotiate in good faith a mutually-agreeable first option to purchase to convey the City Portion of the Subdivided Property to the District (the “Option”). The Option will be for a term of five (5) years after conveyance of the District Portion of the Subdivided Property to the District, during which time the City may develop the City Portion of the Subdivided Property for a civic or public use. The City will consult with the District prior to development to avoid conflicting use. If the City has not developed the City Portion of the Subdivided Property within five (5) years after the transaction contemplated in Section 2 of this Third Amendment, then the District may, in its sole discretion, purchase the City Portion of the Subdivided Property from the City. For the purposes of the Option, the Parties agree the value of the City Portion of the Subdivided Property is \$14.00 per square foot, subject to adjustment as set forth below. For 2025, based on the total square footage to be conveyed to the District (6,000 square feet), the purchase price shall be \$84,000. For each year after 2025, the purchase price shall be adjusted annually by the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle Area, as published by the Bureau of Labor Statistics, shown in Table A. Seattle-Tacoma-Bellevue, WA CPI-U, February 12-month.

4. Consideration for Conveyance of the Property and Option; Offset from 2024 Contract Fee

Pursuant to Section 8 of the Agreement, the City owes the District a Contract Fee of \$385,740 for 2024. As consideration for the transactions contemplated herein, the total value of the Property and District Portion of the Subdivided Property, and Option, such total value being \$251,300, shall be credited against the City's 2024 Contract Fee. Such credit shall fully satisfy the Contract Fee for 2024, and the District acknowledges receipt of \$134,440 paid by the City prior to the execution of this Third Amendment.

5. Effect of Annexation


As a result of the voter-approved annexation of the City into the District on August 1, 2023, Section 8 of the Agreement shall be void and of no effect as of January 1, 2025. Further, the Parties agree and acknowledge that other provisions of the Agreement may be void or require modification as a result of the voter-approved annexation, and to this end agree to negotiate in good faith to modify and amend the Agreement to reflect the voter-approved annexation as of January 1, 2025.

6. Effect of Third Amendment

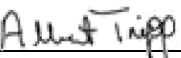
All other terms and conditions of the Agreement, except those affected by this Third Amendment shall remain in full force and effect, and the provisions of this Third Amendment shall become a part of said Agreement upon execution as if fully written therein.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Third Amendment to the Interlocal Cooperation Agreement Between the Spokane County Library District and the City of Airway Heights, Washington

SPOKANE COUNTY LIBRARY DISTRICT

By: 
Name: Patrick Roewe
Title: Executive Director

CITY OF AIRWAY HEIGHTS

By: 
Name: Albert Tripp
Title: City Manager