

Agreement No. NP2024-12

COOPERATIVE BUILDING MAINTENANCE CONTRACT

This Agreement made and entered into this 16th day of December, 2024, by and between the BOARD OF TRUSTEES OF THE PEND OREILLE COUNTY LIBRARY DISTRICT, hereinafter called "District", and the CITY OF NEWPORT, hereinafter called, "City", WITNESSETH:

WHEREAS, the parties hereto desire to provide a fully maintained and attractive library building for the readers of the Pend Oreille County Library District, particularly for those in Newport and the surrounding area; and

WHEREAS, the District is providing full and competent library services to the readers of the Library District, especially in the Newport area, through the library building at 116 South Washington Avenue; and

WHEREAS, it appears that it is in the best interest of both the District and the City to share the costs of maintaining the library building, in as much as the building is providing both a base of operations for the Library District and as a service center for Newport and the surrounding area; and

WHEREAS, the laws of the State of Washington provide for contractual arrangements between cities and library districts for provision of library facilities;

NOW THEREFORE, for mutual considerations and the benefits accruing to the parties therefrom, and in consideration of the mutual covenants and conditions hereinafter set forth, it is understood and agreed as follows:

1. POWERS:

The City owns and manages the maintenance of the library building at 116 South Washington Avenue, Newport. All policy and major decisions relating to the building structure and maintenance are the responsibility of the City. The City agrees to advise the District of any matters which might affect the provision of library services from the building; the District has a right to advise the City of matters relating to the building structure and maintenance which affect library services and their provision by the District; such matters will be resolved through mutual agreement of the parties.

2. MAINTENANCE, REPAIR AND CUSTODIAL CARE:

2.1 The City is not responsible for supplying utilities: electricity, water and sewer costs are the sole responsibility of the District.

2.2 The City of Newport is only responsible for maintenance and repair of the physical structure including:

- A. Roof
- B. Door and locksets
- C. Rain gutters (cleaning and repair)

2.3 The Pend Oreille County Library District is responsible for the following duties:

Janitorial:

- A. Mopping floors
- B. Cleaning restrooms
- C. Carpet cleaning (vacuuming, shampooing, spot removal)
- D. Removal of garbage
- E. Recycling of garbage
- F. Cleaning of interior and exterior windows
- G. Cleaning and repair of blinds
- H. Dusting
- I. Other general cleaning not listed

Minor Repairs:

- A. Provide and change light bulbs
- B. Oiling of door hinges
- C. Toilet (flooding, running tank water)

Lawn Maintenance:

- A. Fertilizing
- B. Watering
- C. Mowing and grass removal
- D. Weed removal and disposal of weeds

Snow removal from sidewalk area and parking lot, moving furniture, books, computers, etc.

3. **LIBRARY SERVICE:**

For reasons of clarity, the library services, determined and provided in the building by the District are defined as:

- 3.1 Services: providing trained clerical and professional staff to ensure full and competent library programs and services;
- 3.2 Public Access: determining and providing hours of public service to meet the needs of readers within the resources available to support them;
- 3.3 Library Materials: providing books and other library materials within the constraints of available resources;
- 3.4 Library equipment, furniture, and supplies;
- 3.5 Telephone equipment and services;
- 3.6 Repair, maintenance and replacement of library equipment, furniture and materials as needed and possible;

4. **INSURANCE:**

- 4.1 The City provides structural and liability insurance for building and outside areas;
- 4.2 The District provides liability and content insurance for the inside of the building, its library collections, equipment and furniture;

5. **CAPITAL IMPROVEMENTS:**

- 5.1 As part of its building management responsibilities, the City determines the need for major repairs, replacements, and prepares necessary documentation to describe the cost of them;
- 5.2 The cost of major repairs and replacements that are not covered by warranty or insurance including the air conditioner, heat pump, toilet repair/replacement, hot water tank repair/replacement, electrical repairs/replacements, rain gutter repair/replacement, parking lot painting and repaving and drinking fountain repair/replacement shall be divided equally between the City of Newport and the Library District.
- 5.3 Capital improvements to expand the size of the building or modify its structure are negotiated by the parties; management of any grants to accomplish such capital improvements may be administered by the City or the District as mutually agreeable and convenient;

6. **FINANCING:**

The costs of the building maintenance are shared as defined in Article 2 of this agreement; this apportionment may be reviewed and renegotiated at the annual building review meeting by mutual agreement;

7. **PAYMENT PROCEDURES:**

- 7.1 The District approves payment of the appropriate portion of the monthly costs in accordance with the provisions of Article 6; the Board reviews and approves bills for payments once each month on the second Monday; the City approves payment of bills twice each month;

8. **REPORTING:**

In order to ensure smooth and orderly operation of this agreement, the following communications procedures are established:

- 8.1 Contact for routine handling of maintenance: for the City, the City Administrator or his/her designee; for the District, the Director or his/her designee;
- 8.2 Contact for questions of policy: for the City, the City Administrator or his/her designee; for the District, the Board Chair, or his/her designee;
- 8.3 Contact for routine financial and insurance matters: for the City, the Clerk/Treasurer or his/her designee; for the District, the Director, or his/her designee;
- 8.4 Reporting:

- 8.4.1 District will report all insurance related incidents in writing which may relate to the City's liability to the City Clerk/Treasurer as soon as possible after each incident; the City will do the same as appropriate to the District's liability;
- 8.4.2 District will provide a report or representative to Council meetings when requested on any matter pertaining to the building and its maintenance;
- 8.4.3 City agrees to provide a representative, if requested, to meet with the District Board, or the Board's representative regarding building maintenance matters;
- 8.4.4 City agrees to maintain a cumulative accounting record of building maintenance costs according to the outline of Article 2 and make that information available to representatives of the City and District to use in the annual review meeting each year, and at other times as needed and requested;

9. **ANNUAL BUILDING REVIEW:**

There will be an annual review meeting of representatives of the parties in July of each year to:

- 9.1 Determine apportionment of maintenance costs;
- 9.2 Review the experience with maintenance of the building, costs associated with maintenance, projected needs for repair, and any other building maintenance related matters;
- 9.3 The representatives will make a written report of their determinations and recommendations for the District Board and the City Council's approval by or about August 1st of the same year;

10. **TERMS OF AGREEMENT:**

The terms and provisions of this contract shall become effective on the 1st day of January, 2025, and shall remain in effect until the 31st day of December, 2027. The contract may be terminated or renegotiated at the end of any calendar year by either party by giving written notice to do so. Renegotiation requires one hundred eighty (180) days' notice, and termination requires at least three hundred sixty-five (365) days prior to the end of the calendar year.

IN WITNESS WHEREOF, the said District and the said City has executed this agreement through their duly authorized representatives on the day and year first above written.

CITY OF NEWPORT:

PEND OREILLE COUNTY LIBRARY DISTRICT
BOARD OF TRUSTEES:



Keith Campbell, Mayor



Chair

ATTEST: 

Nickole North, Clerk/Treasurer






Newport Library Agreement NP2024-2027

Final Audit Report

2025-02-11

Created:	2025-02-11
By:	Miranda Walters (mwalters@pocld.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABbetQCO91LorMD5hEDySb53aDPRLp3Um

"Newport Library Agreement NP2024-2027" History

-  Document created by Miranda Walters (mwalters@pocld.org)
2025-02-11 - 5:40:21 PM GMT- IP address: 204.9.110.2
-  Document emailed to Brad Bardwell (bbardwell@pocld.org) for signature
2025-02-11 - 5:40:26 PM GMT
-  Email viewed by Brad Bardwell (bbardwell@pocld.org)
2025-02-11 - 5:56:09 PM GMT- IP address: 208.131.130.92
-  Document e-signed by Brad Bardwell (bbardwell@pocld.org)
Signature Date: 2025-02-11 - 5:56:45 PM GMT - Time Source: server- IP address: 208.131.130.92
-  Agreement completed.
2025-02-11 - 5:56:45 PM GMT