CITY OF STANWOOD
CITY COUNCIL
AGENDA STAFF REPORT

SUBJECT: Library Annexation	**FOR AGENDA OF:** Finance Committee July 26, 2012 **DEPARTMENT OF ORIGIN:** **DATE SUBMITTED:**
ATTACHMENT(S): A – Sample Annexation Agreement	**CLEARANCES:** (check box) ☐ **City Attorney** _____ ☐**City Clerk/HR** _____ ☐**Community Development** _____ ☐**Fire** _____ ☐**Finance** _____ ☐**Police** _____ ☐ **Public Works** _____ **APPROVED FOR SUBMITTAL BY THE CITY ADMINISTRATOR:** D. Knight
COST OF PROPOSAL: Unknown at this time	**AMOUNT BUDGETED:** $298,141 for 2013 library services contract

SUMMARY STATEMENT

At the budget retreat on July 11, 2012, the city council discussed the whether to place a measure on the 2013 ballot asking voters to annex into the Sno Isle Library District. The city council discussed the issue at length and directed the city administrator to meet with the Executive Director of the Sno-Isle Library District, Jonalyn Woolf-Ivory to discuss the timing and potential terms of an annexation agreement.

The council was particularly concerned about the following issues:

1. The cost of putting the measure on the ballot
2. Ensuring the Stanwood library would remain in the downtown
3. The votes needed to pass the measure.

This agenda cover outlines the discussion with Executive Director Woolf. City staff is seeking direction from the city council to work with the library district to develop an annexation agreement for the city council to review. If the city council approves an

annexation agreement outlining the terms between the library district and the city if the annexation measure should pass, the next step would be to pass a resolution to place the measure on the ballot in 2013.

DISCUSSION

Cost. The city council was concerned about the cost of putting the measure on the ballot. Ms. Woolf-Ivory agreed to speak with the Library Board about sharing the cost of the ballot measure between the city and the district. These terms would be worked out in the proposed annexation agreement.

Ensuring the library remains in the downtown. Director Woolf-Ivory indicated the Sno-Isle Library District is committed to keeping the Stanwood Library in the downtown if the council prefers a downtown location. The exact wording regarding future location of the library would be negotiated as a part of the proposed annexation agreement.

Votes needed to pass the annexation measure. The city council was concerned that the vote would require a minimum number of the voters in the previous election to participate in the annexation election in order to certify the election results. In the case of a library annexation, only a majority of the voters participating in the annexation election is required to pass the measure.

FINANCIAL IMPACT

Until the annexation agreement is negotiated it is not possible to estimate the fiscal impact of the annexation.

As discussed with the city council at the retreat, it is clear that a decision not to proceed with the annexation will negatively impact the city's budget.

Staff is seeking the subcommittee's approval to proceed with negotiating an annexation agreement for council consideration.

CITY COUNCIL OPTIONS

1. Authorize staff to proceed with negotiating an annexation agreement with the Sno-Isle Library District to place a measure on the 2013 ballot to annex into the library district.
2. Do not authorize staff to proceed with negotiating an annexation agreement. Direct staff to areas of concern.

RECOMMENDATION

Direct staff to work with the library district to develop an annexation agreement for the city council to review.

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

DATE: February 25 2010

ITEM #: Action A 1

SUBJECT: Interlocal Agreement – Sno Isle Library

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:
The issue before the Council is the authorization for the Mayor to sign the Interlocal Agreement (ILA) between the City of Sultan and Sno-Isle Inter-county Rural Library District.

SUMMARY STATEMENT:
The City owns a facility, which is currently serving as the Sultan Library. On August 31, 1998, the City entered into a Library Services Agreement ("LSA") with the District to provide library services within the City. The LSA terminated at the end of 2008, when the City's annexed into the District.

The annexation was approved by the voters and Snohomish County advised that the District would first be able to collect taxes commencing January 1, 2009. Section 10.2 of the LSA states that "If the City annexes into the Sno-Isle Regional Library District during the term of this agreement, then this Agreement shall be terminated following the annexation at the beginning of the first year in which the Library District begins to receive tax revenue from the annexed areas."

The Library is located on the main floor of City Hall. The City and Library share the lobby, meeting room and restrooms. The electrical and gas service to the building is on one meter and the City pays the monthly service bill. The Library District reimburses the City for 50% of the utility services.

The interlocal agreement (formally LSA) has not been updated since the annexation into the District. The major change from the prior agreement is that the City no longer provides janitorial service to the Library. For the past year and a half the District has hired a janitorial firm to clean the Library, restrooms, and lobby. The City's obligation under the agreement is to provide space, utility service and landscaping services.

RECOMMENDEDATION:
Authorize the Mayor to sign the Interlocal Agreement between the City of Sultan and Sno-Isle Inter-county Rural Library District.

Attachments: A. ILA from Sno-Isle Library District

Attachment A

ANNEXATION AGREEMENT
BETWEEN THE CITY OF SULTAN
AND
SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

1.0 Parties

This Annexation Agreement (hereinafter "Agreement") is entered into on the last date set forth below between Sno-Isle Intercounty Rural Library District ("District") and the City of Sultan, a Washington municipal corporation ("City").

2.0 Recitals

2.1 The City owns a facility, which is currently serving as the Sultan Library. On August 31, 1998, the City entered into a Library Services Agreement ("LSA") with the District to provide library services within the City. The LSA terminated at the end of 2008, when the City's annexation into the District was effective.

2.2 On December 13, 2007 the Sultan City Council approved Ordinance 976-07 declaring the City's intent to annex into the District, authorizing the submission of a proposition to that effect to be put before the voters of the City on March 11, 2008, and requesting that Snohomish County take the necessary steps to effectuate that action. The Library Board of the District and the Library Board of the City have each reviewed and concurred in that Ordinance.

2.3 The annexation was approved by the voters and Snohomish County advised that the District would first be able to collect taxes commencing January 1, 2009. Section 10.2 of the LSA states that "If the City annexes into the Sno-Isle Regional Library District during the term of this agreement, then this Agreement shall be terminated following the annexation at the beginning of the first year in which the Library District begins to receive tax revenue from the annexed areas."

2.4 Since the annexation was approved by the voters on March 11, 2008, the purpose of this Agreement is to define the terms, conditions and obligations of the parties commencing January 1, 2009 with respect to the provision of library services within the City.

Therefore, in consideration of the mutual benefits and promises of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

3.0 City Obligations

3.1 Library Building. The City shall continue to provide the District with the building space at no rental cost, together with current furnishings, at the City-owned facility known as the Sultan Library ("Library Building").

3.2 Repairs and Maintenance. The City shall keep the Library Building in good order and repair, excluding reasonable wear and tear.

3.3 Services. The City shall provide ~~janitorial services~~, utility services, and landscaping services necessary for the Library Building and its surrounding grounds.

3.4 City Library Board. The City may appoint and maintain a local library board in accordance with the Sultan Municipal Code.

4.0 District Obligations

4.1 Operations. The District shall continue to provide library services at the Library Building, including without limitation books, staff, equipment, etc., which services shall be in accordance with RCW Chapter 27.12 ("Library Services").

4.2 Furnishings. The District shall provide all new or replacement furnishings, shelving, office equipment, fixtures and equipment needed to provide Library Services. The District will be responsible for installation and changing of furnishings provided by the District. (CITY PROPOSED CHANGE)

4.3 Payment for Utility and Janitorial Services. The District shall be responsible for providing janitorial services to the Library Building. The District shall reimburse the City for its reasonable costs of providing utility services to the Library Building. The City shall quarterly invoice the District for such costs, providing reasonable backup documentation as needed. The District shall pay such invoices in accordance with its usual procedures, but not more than 30 days after receipt of the City's invoice. (CITY PROPOSED CHANGE)

5.0 Responsibility

5.1 The City and the District, for themselves, their officers, elected and appointed officials, employees and agents (collectively "personnel") shall each at all times be responsible for their own acts and omissions and for all acts and omissions of their own personnel, when any such acts or omissions arise from or are connected with performance of this Agreement.

6.0 Insurance

6.1 Property Insurance. The District and the City shall each procure, provide annual proof of, and maintain for the duration of this Agreement property insurance coverage for their respective property, except for the District-owned collection utilized in providing Library Services, on a replacement cost basis (if available at commercially reasonable rates) and otherwise on a fair market value basis.

6.2 Liability Insurance. The District and the City shall each procure, provide annual proof of, and maintain for the duration of this Agreement liability insurance against claims for injuries to persons or damage to property which may arise from their

respective actions in connection with this Agreement. The liability insurance shall have minimum coverage limits of not less than two million dollars ($2,000,000) combined single limit per occurrence for bodily injury and property damage.

6.3 Public Officials Liability Insurance. The District and the City shall each procure, provide annual proof of, and maintain for the duration of this Agreement public officials liability insurance with coverage limits not less than one million dollars ($1,000,000) per occurrence.

6.4 Deductible. Any payment of deductible or self insured retention shall be the sole responsibility of the party procuring the insurance.

6.5 Coverage. Insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The insurance shall be primary insurance with respect to the other party in accordance with insurance industry conventions. Each party shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage of the other party. All the insurance required of the City under this Section 8.0 shall be considered fulfilled by the City's membership in the Washington Cities Insurance Authority, provided such membership provides required coverage for all the identified liability risks.

6.6 Mutual Waiver of Claims. The District and the City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to their respective property which arises out of the occurrence of any peril normally insured against in a standard all risk property insurance policy. Each party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis, in which case such blanket waiver shall be acceptable.

7.0 Effective Date, Duration and Termination

7.1 Effective Date. This Agreement shall become effective January 1, 2009 since the proposition to annex the City into the District described in Section 2.0 above was approved by the voters of the City on March 11, 2008.

7.2 Duration and Termination. Once effective, this Agreement shall remain in effect until (a) mutual agreement of the parties, or (b) the effective date upon which the annexation of the City to the District shall be withdrawn or terminated as provided by state law, at which time this Agreement shall automatically terminate.

8.0 General Terms

8.1 Severability. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement and its application shall not be affected.

8.2 Integration; Modification. This Agreement represents the entire agreement between the parties and supersedes all other agreements whether oral or written. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either party unless executed in writing by authorized representatives of the party against whom the change, termination or waiver is claimed. This Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the parties.

8.3 Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing if mailed first class, postage prepaid and addressed to the party at its then current or at such other address as the party may designate at any time in writing.

8.4 Authority. By and through their signatures below, each party warrants to the other that it is fully authorized to enter into this Agreement and has performed all of the actions required for such authorization. Any defect in such performance or authorization shall not release that party from its obligations under this Agreement.

8.5 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the District and the City. This Agreement shall confer no benefits, direct, indirect, or implied on or to any third persons, and no third persons shall claim any such benefits.

8.6 Dispute Resolution. In the event of a dispute relating to the interpretation, application or performance of this Agreement, the principals of each party shall meet within twenty (20) days of written notice of the dispute to negotiate a resolution in good faith. In the event the dispute remains unresolved thirty (30) days after such meeting, the parties may jointly seek professional mediation and/or jointly or individually apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate.

8.7 Attorneys' Fees. The prevailing party in any dispute arising under or in connection with this Agreement shall be entitled to an award of its reasonable costs and attorney fees against the non-prevailing party.

8.8 Re-Opener. Upon mutual agreement of the parties, any provision of this Agreement may be reopened for possible modification.

WHEREFORE, the District and the City enter into this Agreement and agree to be bound by its terms and conditions and to faithfully adhere to same.

SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT:

_____

Jonalyn Woolf-Ivory, Library Director

_____

Date

CITY OF SULTAN

_____

Carolyn Eslick, Mayor

_____

Date

ATTEST:

_____

Laura Koenig, City Clerk

_____

Date

APPROVED AS TO FORM:

_____

Kenyon Disend, City Attorney