

INTERLOCAL AGREEMENT  
FOR  
EARLY LEARNING PUBLIC LIBRARIES PARTNERSHIP

This Agreement is entered into as of the 19 day of May, 2014 for Agreement year 2014, by and among the public libraries listed in Exhibit A hereto (collectively, the “Initial Parties,” and, together with all other Washington public libraries made parties hereto by supplement, the “Parties” and each a “Party”). This Agreement is made pursuant to chapter 39.34 RCW (the “Interlocal Cooperation Act”), and has been authorized by the governing body of each Party. Each of the Parties is a “public agency” as defined in the Interlocal Cooperation Act.

RECITALS

WHEREAS, the Parties desire to work together in furtherance of their common interest in the promotion and provision of early learning services; and

WHEREAS, in furtherance of such goal, the Parties intend to obtain and acquire early learning advocacy services; and

WHEREAS, this Agreement may be supplemented from time to time to admit as Parties other Washington public libraries that share the interests of the Initial Parties; and

WHEREAS, the Interlocal Cooperation Act authorizes public agencies to undertake collectively any actions that such public agencies are authorized to undertake alone;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purposes. The Parties shall work jointly and cooperatively:
  - a. To obtain early learning advocacy services in furtherance of the following common goals:
    - i. To establish Washington State public libraries in general, and the Parties in particular, as recognized and important providers of early learning services;
    - ii. To leverage funding for public library early learning services in public and tribal libraries;
    - iii. To develop strategic partnerships and collaborations with organizations such as Thrive by Five and the Department of Early Learning;

- iv. To galvanize the library community around early learning and enhance visibility;
  - v. To represent public libraries with the legislature and other governmental entities, as appropriate; and
  - vi. To facilitate creating a public library agenda for early learning funding; and
- b. To acquire such early learning advocacy services by contract with one or more qualified persons or organizations; and
  - c. To undertake other activities in furtherance of the promotion and provision of early learning services.
2. Joint Board. There is hereby created the Early Learning Public Library Partnership Joint Board (the "Board"), which shall be responsible for administering the purposes described above. The Board shall be composed of one voting member designated by and representing each Party. The Board shall meet as often as it deems necessary.

The Board shall have the following powers:

- a. To adopt bylaws concerning the operation of the Board, which bylaws may include, to the extent desirable and without limitation, provisions (i) establishing the Board chair and other Board officers and delineating their powers and the manner by which they are selected; (ii) establishing a steering committee and delineating its powers; and (iii) establishing the manner of calling, holding and conducting Board meetings, and related procedures regarding notice, attendance, quorums and voting;
- b. To establish and adopt a budget for the costs of implementing this Agreement, and to amend the same from time to time as necessary;
- c. To review and approve budget expenditures;
- d. To receive the initial contributions of funds from the Initial Parties, to determine the amount and timing of initial contributions from additional Parties joining in this Agreement as described in Section 6.a and receive the same, and to determine the amount and timing of subsequent contributions by all of the Parties and receive the same, all as described in Section 4 of this Agreement;
- e. To pay the costs of implementing this Agreement;

- f. To establish a special fund or funds with a county, city or district treasurer servicing one of the Parties as authorized by RCW 39.34.030(4)(b); and
  - g. To provide resources and assistance and take such other actions as the Board determines appropriate in furtherance of the purposes of this Agreement.
3. Contracts. The Board may, from time to time, contract for early learning advocacy services with one or more qualified persons or organizations, and may also retain such other professional or legal assistance to carry out the purposes of this Agreement. A written contract or engagement letter shall be provided for each such engagement. Any information and materials developed by providers of professional services shall be made available to each Party to this Agreement.
4. Contributions. Each Initial Party shall initially contribute an amount equal to the lesser of (a) one-tenth of one percent (0.1%) of its current operating budget as of the date of its execution of this Agreement, or (b) \$30,000. Total amount shall be due and payable within 30 days following such Initial Party's execution of this Agreement.

Each additional Party joining in this Agreement as described in Section 6.a shall initially contribute an amount equal to the lesser of (a) one-twentieth of one percent (0.05%) of its current operating budget as of the date of its execution of this Agreement, or (b) \$15,000. One half of such amount shall be due and payable within 30 days following such additional Party's execution of this Agreement, and the other half of such amount shall be due and payable on January 1 of the next succeeding year.

The Board shall also determine the amount and timing of any subsequent contributions to be made by all of the Parties, and shall communicate the same in writing to the Parties.

Each Party pledges its best efforts to approve its further contributions in accordance with this Agreement, but no Party shall be liable for any monetary contribution unless and until the governing body of such Party has appropriated funds for such specific purpose.

If any Party to this Agreement shall fail to pay any contribution required of it pursuant to this Agreement in full when due, then such Party shall be in default hereunder, such Party shall refrain from further participation in the Board's business, all of such Party's rights pursuant to this Agreement shall be suspended, and this Agreement shall immediately and automatically be terminated as to such Party.

5. Term of Agreement; Termination. The term of this Agreement shall commence on the date of the Agreement and, unless otherwise agreed by the Parties, shall

remain in full force and effect so long as at least two Parties continue the operation of the Agreement. As described in Section 4, this Agreement shall immediately and automatically be terminated as to any Party that has failed to make full and timely payment of its contribution, when due. Additionally, any Party may withdraw from this Agreement and may be discharged from its obligations hereunder, but only if it has paid all outstanding financial contributions and upon not less than sixty (60) days written notice to the Board; provided, that immediately upon notification of an intent to withdraw from this Agreement, the withdrawing Party shall not be liable for any further financial contributions.

Any Parties remaining to the Agreement may unanimously decide to terminate this Agreement. Upon termination of this Agreement after any obligations authorized and incurred by the Board have been paid, any funds remaining shall be disbursed among the Parties in the same proportion as the contribution of such funds were made by the Parties.

6. Miscellaneous Provisions.

- a. This Agreement shall be effective as to each Initial Party upon execution by that Initial Party. The Initial Parties agree that any Washington public library may be made subsequently become a Party to this Agreement upon acceptance by the Board chair on behalf of the Parties of a supplement hereto executed by the new Party in substantially the form of Exhibit B, and payment by the new Party of an initial contribution as described in Section 4.
- b. Supplements hereto for the purpose of adding new Parties to this Agreement, as described in Section 6.a, need only be signed by the new Party and accepted by the Board chair or designee. Otherwise, this Agreement may be amended only by a written instrument signed by at least 75% of the Parties hereto.
- c. The waiver by any Party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same of any other term, covenant, or condition of this Agreement.
- d. Any Party hereto shall have the right to enjoin any substantial breach or threatened breach of this Agreement by any other Party, and shall have the right to recover damages and to specific performance of any portion of this Agreement.
- e. This Agreement is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.

- f. The records and documents with respect to all matters covered by this Agreement shall be subject to audit by the Parties during the term of this Agreement and three (3) years after termination or such other longer period as may be required by applicable law.
- g. If any provision of this Agreement or application thereof to any Party or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
- h. This Agreement shall be effective whether signed by all Parties by manual or facsimile signature, and whether on the same document or in counterparts.
- i. All notices or other communications shall be deemed sufficient hereunder if made in writing and delivered by telefacsimile, email or by first-class mail, postage prepaid, to each Party at its respective address set forth in Exhibit A, or to such other address as such Party may hereafter designate to the others in writing.

IN WITNESS WHEREOF, this Agreement has been executed by each Party as set forth in the following exhibits:

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EXHIBIT A

Initial Parties

Supplemental Parties

Asotin County Library  
Everett Public Library  
Fort Vancouver Regional Library District  
Jefferson County Library  
King County Library  
Kitsap Regional Library  
Longview Public Library  
Mid-Columbia Library System  
Mount Vernon City Library  
Orcas Island Public Library  
Pierce County Library System  
Puyallup Public Library  
San Juan Island Library District  
Seattle Public Library  
Sedro-Woolley Public Library  
Sno-Isle Library  
Spokane County Library District  
Spokane Public Library  
Stevens County Rural Library District  
Walla Walla County Rural Library District  
Washington State Library  
Whitman County Library  
Yakima Valley Libraries

Anacortes Public Library  
Bellingham Public Library  
Burlington Public Library  
Liberty Lake Municipal Library  
Lopez Island Library District  
Port Townsend  
Timberland Regional  
Whatcom County

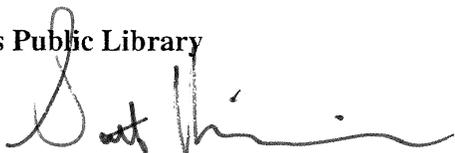
EXHIBIT B

Form of Supplement to Add Additional Parties

The undersigned Washington public library represents that it is a "public agency," as defined in chapter 39.34 RCW, and hereby agrees to become a "Party", as that term is defined in that certain Interlocal Agreement for Early Learning Public Library Partnership (the "Agreement"), dated May 14, 2014, by and among the Parties listed in Exhibit A thereto [and any supplements heretofore delivered], with all of the rights and responsibilities appertaining thereto, and to pay the contributions required of it pursuant to this Agreement in full when due.

IN WITNESS WHEREOF, this supplement to the Agreement has been executed by:

**Camas Public Library**

By   
Its Mayor

At the direction of the governing body thereof  
by motion regularly passed at an open public  
meeting held on May 14, 2014.

ACCEPTED on behalf of the Early Learning Public Library Partnership Joint Board by:

~~Neil~~ Parikh, Chair

By 