

**AGREEMENT ESTABLISHING
INLAND NORTHWEST COUNCIL OF LIBRARIES**

THIS AGREEMENT, made and entered into this 24th day of February, 1977, and revised this 1st day of May , 2018, by and between public and academic libraries serving the region of Eastern Washington and North Idaho who've joined the Inland Northwest Council of Libraries (INCOL); all of which, unless specifically designated, shall be referred to hereinafter as "Member Institutions."

WITNESSETH:

WHEREAS, Asotin County Library, Coeur d'Alene Public Library, Columbia County Rural Library District, Community Library Network, East Adams Library District, East Bonner County Library District, Eastern Washington University Libraries, Gonzaga University, Chastek Library – School of Law, Gonzaga University, Foley Center Library, Latah County Library District, Lewiston City Library, Liberty Lake Municipal Library, Libraries of Stevens County, Neill Public Library, North Idaho College – Molstead Library, Pend Oreille County Library District, Community Colleges of Spokane Libraries, Spokane County Library District, Spokane Public Library, University of Idaho Library, University of Idaho Law Library, Washington State University Libraries, Whitman County Rural Library District, Whitworth University, Harriet Cheney Cowles Memorial Library are recognized as current members of the Council; and

WHEREAS, all the Member Institutions identified hereinabove, except for Gonzaga University of Spokane, Whitworth University of Spokane, and Gonzaga

University Law Library, are public agencies for purposes of RCW Chapter 39.34, the Interlocal Cooperation Act; and

WHEREAS, pursuant to the powers vested in the public agencies by RCW Chapter 39.34, each of them has the authority to enter into an Interlocal Cooperation Agreement with other public agencies in order to provide services that will best accord with their mutual needs; and

WHEREAS, pursuant to the charters of the private institutions: Whitworth University of Spokane and Gonzaga University of Spokane; they are empowered to enter into agreements with public agencies in order to provide services that will best accord with the needs of such private institutions; and

WHEREAS, the public agencies and private agencies that are Member Institutions to this agreement desire to engage in cooperative efforts that will improve library service at each Member Institution and for the citizens of eastern Washington and northern Idaho through training and educational opportunities for library staff or agree upon projects and opportunities that benefit the Member Institutions.

NOW, THEREFORE, in consideration of the premises set forth hereinabove and the covenants and agreements contained hereinafter, the parties hereto agree as follows:

ARTICLE I - INLAND NORTHWEST COUNCIL OF LIBRARIES CREATED

It is the purpose of this Agreement to create a consortium to be known as the Inland Northwest Council of Libraries, hereinafter referred to as the Council. The chief library officer from each Member Institution, or his or her designate, shall be eligible to

sit on the Joint Board of the Inland Northwest Council of Libraries, hereinafter referred to as the Joint Board, that is created by the terms of this Agreement. It is understood and agreed by and between the parties hereto that the Joint Board shall establish and direct the policies of the Council in the administration, and management and operation of the programs adopted by the Joint Board. It is further understood and agreed that the Chair of the Joint Board (Chair) shall be the chief library officer of a Member Institution, or their designate.

ARTICLE II - RESPONSIBILITIES OF JOINT BOARD OF INLAND NORTHWEST COUNCIL OF LIBRARIES

The Joint Board created by Article I of this Agreement shall be deemed the governing board of the Council, created by Article I of this Agreement, and shall establish and direct the policies of the Chair, the Finance Manager, and of the Council. Accordingly, the Joint Board shall and is hereby authorized to:

- (1) Administer this Agreement and establish the written objectives, policies, programs and evaluations to support the goals set forth in this Agreement.
- (2) Manage the financial affairs of the Council by overseeing the actions of the Finance Manager, including managing the finances and disbursement of the funds of the Council, and by developing written policies and directions concerning the management of the finances of the Council.
- (3) Monitor the progress toward achievement of the objectives of the Council, and evaluate the accomplishments of the Council and periodically report its findings to the Member Institutions.

(4) Seek, receive, accept, and expend funds received from private and public agencies for the purposes of providing financial support to the programs adopted by the Joint Board.

(5) Promulgate rules and regulations regarding the operation of the Council, which shall be binding on the individual Member Institutions during the period of their participation in this Agreement.

It is expressly agreed that the Joint Board shall make its decisions pursuant to a majority vote taken at a meeting called by the Chair of the Joint Board. A quorum for the purpose of conducting official business of the Joint Board shall be a majority of its members, and a favorable majority vote of those present shall be required for the adoption of any measure presented for consideration by the Joint Board. The Chair of the Joint Board shall be elected at an annual meeting of the Joint Board, which meeting shall be held between March and June of each year. All meetings of the Joint Board will be conducted in compliance with RCW 42.30 (Washington Open Public Meeting Act). The Chair, or designee, of the Joint Board shall be empowered to call meetings, appoint committees, and perform other duties as called for in the Operating Rules and Regulations, as amended.

ARTICLE III - DURATION

This agreement shall be for unlimited duration; provided, however, that if a majority of the Member Institutions wishes to dissolve the Agreement, they may do so by majority vote at a regular meeting of the entire Joint Board of Member Institutions. If any individual Member Institution wishes to discontinue participation in the Council, it may

do so by submitting a written notice to the Chair of the Joint Board, at least ninety (90) days prior to the time designated by the terminating Member Institution.

ARTICLE IV - METHOD OF FINANCING

It is expressly agreed by the Member Institutions that the Council created pursuant to Article III of this Agreement shall be funded in a manner to be determined by the Joint Board that shall administer this Agreement. Each Member Institution shall pay, at the minimum, a yearly membership fee of fifty dollars (\$50). However, if this fee does not cover the costs of the program adopted by the Joint Board, the Joint Board may assess each Member Institution a certain pro rata allocation of the costs of maintaining the Council programs in the manner provided for in Article VIII of this Agreement. Such pro rata share of the expenses of the Council shall be allocated among the Member Institutions in order to reimburse the costs and expenses incurred in managing and administering the programs adopted by the Joint Board.

ARTICLE V - DUTIES AND RESPONSIBILITIES OF THE JOINT BOARD

The Joint Board shall:

- (1) Manage the affairs of the Council Pursuant to the objectives, policies and programs established and adopted by the Joint Board.
- (2) Purchase and maintain all properties acquired with the funds of the Council or donated by public or private agencies for the support of the Council.
- (3) Designate the Finance Manager at each annual meeting by a majority vote of a quorum.

ARTICLE VI - DUTIES AND RESPONSIBILITIES OF FINANCE MANAGER

Under the direction of the Joint Board, the Finance Manager shall:

- (1) Solicit, receive and disburse all funds received which the Finance Manager obtains for the purposes of operating the Inland Northwest Council of Libraries pursuant to the policies, directions and programs adopted by the Joint Board.
- (2) Adheres to and implements the policies and directions established by the Joint Board, including but not limited to:
 - (a) Billing and obtaining remittances from each Member Institution for the cost and expense of conducting the affairs of the Council, in accordance with the pro rata share of each Member Institution in the program or programs of the Council.
 - (b) Employing all personnel needed to accomplish the programs and responsibilities of the Council as established by the Joint Board.
 - (c) Expend funds and take all other actions necessary to preserve and protect the properties of the Council, as directed by the Joint Board.

ARTICLE VII - NEW MEMBER INSTITUTIONS

New Member Institutions may be added to the Council by a favorable majority vote of the Joint Board at that time.

Upon completion of this process, each new Member Institution will be eligible to serve as one (1) position on the Joint Board, and enjoy all the rights, privileges, duties and responsibilities of a Member Institution.

**ARTICLE VIII - DISPOSITION OF FUNDS UPON TERMINATION BY
INDIVIDUAL MEMBER INSTITUTIONS**

A Member Institution choosing to terminate membership in the Council shall have a right to a refund of Council operating funds, existing at the date of termination, to which the Member Institution has contributed, to the extent that such funds are uncommitted at the time of termination. Payments shall be remitted to the terminating Member Institution within thirty (30) days of the effective termination date. If, at the time of termination, a Member Institution considers a pro rata refund accorded to it by the Joint Board to be insufficient, it may appeal such allocation per the arbitration procedures provided for in Article IX hereof.

**ARTICLE IX - FINANCING OF THE INLAND NORTHWEST COUNCIL
OF LIBRARIES**

After receiving the recommendation of the Finance Manager , the Joint Board shall adopt a budget for the operation of the Council's programs and functions for the ensuing year. Such budget, which shall take into account each Member Institution's projected participation in the Council for the ensuing fiscal year, shall be submitted by the Joint Board no later than sixty (60) days prior to obligation or expenditure of any Council funds. Upon adoption of the budget, by majority vote of the Joint Board, the pro rata share of each Member Institution shall become an obligation of that Member Institution for the ensuing fiscal year; provided, however, that if within thirty (30) days after receiving notice of its share of the projected budget a Member Institution advises the Finance Manager that it cannot meet the contributions required of it by the projected budget, such Member Institution may either indicate an unwillingness to support a

particular project(s), or it may withdraw from the Council by tendering written notice thereof to the Joint Board . The final budget for the Council must be adopted no later than ten (10) days prior to the commencement of the fiscal year established by the Joint Board. The Council shall then operate within the limits of such budgets, except and unless each Member Institution consents to an increase in the pro rata allocation for the purpose of meeting expenditures for special projects, programs, or functions that exceed the adopted budget.

In the course of determining pro rata contributions necessary from each Member Institution for the support of the budget, the Joint Board may take into account the monetary value of any participation by a Member Institution by means of monetary expenditures for goods or services purchased by the Member Institution where the actual costs of the goods and services rendered are directly related to and in support of Council projects, programs, or functions. At the end of the fiscal year, if the Joint Board deems it advisable, the Joint Board may rebate to any Member Institution those funds expended by such Member Institution, in aid of Council projects, programs, or functions, which were in excess of that Member Institution's obligation to participate in Council projects, programs, and activities.

ARTICLE XI - ARBITRATION

If any Member Institution considers that any assessment levied by the Joint Board, or the Member Institution's share of a proposed budget for an ensuing fiscal year to be excessive, the Joint Board shall be notified by the Member Institution in writing that the amount is disputed, within ten (10) days of the Member Institution's receipt of the

assessment or notice of its share of a proposed budget for the ensuing fiscal year. If the Joint Board and the Member Institution cannot then resolve their differences within three (3) days after the Joint Board has received the Member Institution's protest, either party may then request arbitration in accordance with the procedures outlined in RCW Chapter 7.04. The arbitrator shall be one who is mutually selected by both parties; and he shall be selected within no less than twenty (20) days after the parties agree to take the matter to arbitration. After an arbitrator is selected, he shall hold a hearing and render final judgment, which shall be binding upon both parties, within no later than sixty (60) days after the arbitrator has been selected.

ARTICLE XII - LIABILITY

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

ARTICLE XIII - APPLICABLE LAW

All the Member Institutions affiliated with the Inland Northwest Council of Libraries will comply with all applicable state and federal laws. .

In the event of a legal dispute, the laws of the State of Washington shall apply and venue shall be in Spokane County, State of Washington.

ARTICLE XIV - DISPOSITION OF PROPERTY, FUNDS AND SUPPLIES UPON TERMINATION OF AGREEMENT

Termination of this Agreement shall be accomplished by a majority vote of the entire Joint Board of the Council. In the event the Joint Board orders termination of the Inland Northwest Council of Libraries, then all unused consumable supplies purchased pursuant to this Agreement shall vest in and become the property of the Finance Manager. The Finance Manager shall then dispose of the nonconsumable supplies or other property acquired by the Council, in any manner permissible by law, and the proceeds of such liquidation shall be disbursed to the Member Institutions at a rate equal to each Member Institution's pro rata share of its financial and in kind contribution to the Inland Northwest Council of Libraries from the time the Council commenced until the time that it was terminated; provided, however, that in the case of termination prior to the complete liquidation of any grant funds which the Council has received, the liquidation of such unobligated grant funds shall be accomplished in a manner consistent with the terms of the grant.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

Attest:

Name: _____

Signature: _____

Institution: _____

Name: _____

Signature: _____

Institution: _____

Name: _____

Signature: _____

Institution: _____

Name: _____

Signature: _____

Institution: _____

Name: _____

Signature: _____

Institution: _____

Name: _____

Signature: _____

Institution: _____

Name: _____

Signature: _____

Institution: _____

Name: _____

Signature: _____

Institution: _____

Name: _____

Signature: _____

Institution: _____