

INTERLOCAL AGREEMENT BETWEEN
THE MID-COLUMBIA LIBRARIES AND THE CITY OF PROSSER
FOR IMPROVEMENTS TO THE LIBRARY BUILDING
LOCATED IN PROSSER WASHINGTON

THIS AGREEMENT, made and entered into this 1st of April, 2014, by the MID-COLUMBIA LIBRARIES, an inter-county rural library district of Benton and Franklin Counties, by and through the Board of Trustees of the same, duly organized and existing under the laws of the State of Washington, hereinafter called "MCL", and the CITY OF PROSSER, WASHINGTON, a municipal corporation, hereinafter called "City" and collectively referred to as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, MCL has provided library services to the City since January 1, 2001, under a Library Services Contract (hereinafter "Contract"), and the Parties desire to enter into an agreement to allocate costs and provide for contract administration for improvements to the City-owned library building used by MCL; and

WHEREAS, the improvements provided for in this Agreement will allow MCL to provide the best library service to the greatest number of people at the most reasonable and equitable cost;

NOW THEREFORE, IT IS HEREBY AGREED as follows:

I. Library Remodel and Replacement of Interior Furniture and Equipment. MCL agrees to take the following actions and agrees to make and pay for the following improvements to the City-owned library building used by MCL to provide for library services to the City (hereinafter "Building"):

A. Contract with an Architecture/Engineering firm to provide floor plan design, project administration, and oversight of construction work.

B. Demolish interior walls as reasonably necessary to create an open floor plan for the Building.

C. Replace all flooring (both carpet and linoleum) throughout the Building.

D. Add electrical outlets and data lines as needed for the new Building layout and design.

E. Creation of a new and smaller entry way to the Building.

- F. Renovate restrooms to replace all fixtures, counters, wall coverings, and flooring which renovation will make the restrooms ADA compliant.
- G. Remodel the staff area of the Building.
- H. Repaint the interior of the Building to include new branding color palette.
- I. Design or purchase artwork for the Building and provide for the installation of such artwork within or outside of the Building.
- J. Purchase and install new shelving.
- K. Purchase and install new interior signage.
- L. Upgrade of existing security system.
- M. Replace public computers and provide new computer tables for those computers.
- N. Purchase and place new furniture for seating areas.

This Agreement is inconsistent with the provisions of paragraphs V, XIII, and XVII of the Contract. To the extent this Agreement is inconsistent with the Contract, the terms of this Agreement shall prevail.

II. City Obligation. City agrees to pay the sum of Twenty-six Thousand Nine Hundred Eighty-four Dollars (\$26,984.00) to MCL within thirty (30) days from the date the construction contract is awarded to complete the improvements to the Building. The City also agrees to seal the Building's mortar joint between the concrete masonry units (CMU) and the foundation, at the City's expense, to prevent future water intrusion.

III. Selection of Architects and Engineers. MCL shall comply with Chapter 39.80 RCW with regard to the selection of architects and engineers to design the improvements to the Building.

IV. Compliance with Bid Laws. Both the City and MCL shall comply with all bid laws applicable to each respectively for the improvement to the Building and when purchasing personal property to be placed in or outside the Building.

V. Final Design/Bid Specifications Approval. Before MCL accepts a final design for the alteration and remodel of the Building, it shall submit the preliminary plans to the City Council or the Mayor, as directed by the City Council, for approval within fourteen (14) days of receipt of the same. In the event that substantive (i.e. significant) changes are made to the plans after such initial City approval, then MCL shall re-submit the revised plans to the City Council

or Mayor once again for approval as provided for above. On the other hand, if there are non-substantive changes made to the plans following initial approval by the City, such may be approved by the Mayor alone.

VI. Temporary Branch. The City acknowledges and agrees that the library will be closed for the period reasonably necessary to complete the improvements listed in Section I above. MCL agrees that it shall provide a temporary storefront branch within the city limits of City to serve library customers during the remodel. MCL shall pay all costs to open and operate the storefront branch; provided, however, the City shall carry out the janitorial services at its expense at the temporary storefront branch. Nothing herein shall excuse the City from making payments to MCL as required by the Contract.

VII. Library Space. The City acknowledges that MCL is not obligated to provide a building, space in a building for library services, or utilities and maintenance for any building from which library service is provided in the City in accordance with the Contract. In the event that the City terminates the Contract, the Parties agree that the personal property contained in the Building will be disposed of in accordance with the Contract. The Parties further Agree that improvements to the Building and all fixtures attached to the Building will be the property of City; provided, however, MCL shall retain ownership of all shelving, cubicles and other items which might be fixtures but are readily removed without significant damage to the Building premises. The Parties agree that that the useful life of the improvements to the Building is ten (10) years, ending December 31, 2025. In the event that City terminates the Contract on or before December 31, 2025, the City agrees to pay MCL a portion of the Hard Costs incurred by MCL in completing any improvements to the building provided for under this Agreement. Such reimbursement shall be payable under a declining balance formula, which will have the effect of discounting the total amount expended on such Hard Costs by ten percent (10%) per year for each year of the ten-year term, or part thereof. The present estimate of the total amount to be expended on Hard Costs is not to exceed two-hundred-thousand dollars (\$200,000). This amount shall be updated and agreed to between the parties within thirty (30) days of the completion of the project at the Building and such agreement between the parties shall be reduced to writing and executed by the authorized representatives of each party. Hard Costs are intended to include all work involving fixtures, remodeling and renovation of the Prosser Library structure, both

interior and exterior, as well as all reasonable and necessary expenses related to the same, including, but not limited to, demolition, architectural and engineering services, electric and telecommunication modifications and additions, permits, inspections and the like; provided, however, Hard Costs do not include the shelving, cubicles and other items that are readily removed from the Building without significant damage, as accepted out previously above.

It is recognized that the ten-year (10) term provided for above will extend out beyond the term of the Contract. Recognizing that, the parties hereby agree that the provisions of this Agreement shall survive the ending or other termination of the said Contract so that the provisions of this Agreement will remain fully in enforceable in accordance with its terms and as supplemented by the then applicable terms and provisions of the original Contract.

Notwithstanding anything to the contrary herein, in the event that the City annexes into the Library District, the obligation to repay the cost of the improvement as provided for in this section shall cease and of be of no further effect. The provisions of this paragraph survive the expiration or termination of this Agreement.

VIII. Improvements/Termination: Once all improvements to the Building are complete and a certificate of occupancy is issued by the City's building official, the City agrees to maintain the completed Building in accordance with the terms of the Contract.

IX. Builders Risk Insurance. The contract with any construction company shall require the contractor to obtain builders risk insurance protecting subcontractors, City, and MCL from losses occasioned during construction. Such insurance shall be in the amount of the replacement values of the following: building, construction equipment, construction materials, and all personal property contained in the Building. Such insurance shall be in the maximum amount as provided for above and shall have limits not less than One Million Dollars.

X. Liability Insurance. Liability insurance shall be maintained in accordance with the Contract.

XI. Notices: Any notice required to be given by either Party to the other shall be addressed by MCL to the Mayor and by City to the Executive Director of MCL. All notices shall be given by either personal service, first class mail or by fax.

XII. Time. The Parties agree that time is of the essence of each and every provision contained herein and no waiver of any breach of any condition or covenant shall waive any other condition or covenant or any future breach.

XIII. Severability. The Parties agree that if any provision of the Agreement is declared illegal or in violation of the law, the remaining provisions thereof shall remain in full force and effect.

XIV. Attorneys' Fees/Venue. The Parties agree that should any action be commenced to enforce any of the terms, covenants or conditions hereof, or should any claim hereunder be placed in the hands of an attorney for collection or enforcement, the prevailing Party shall be entitled to recover or be awarded its reasonable attorneys' fees and all costs and disbursements expended, including statutory costs. Venue for any such action shall be in Benton County, State of Washington.

XV. Administration. This Agreement shall be administered by a joint board consisting of the Executive Director of MCL and the Mayor of City.

XVI. Agency. This agreement will not result in a separate agency or partnership being created.

XVII. Indemnification. MCL and City each hereby releases and agrees to indemnify, hold harmless and defend the other, and its elected officials, officers, agents, employees, and volunteers, on account of all damages or claims for damages, by whomsoever made and of any nature whatsoever, arising out of or in any manner connected with the sole negligence or intentional misconduct of the other, or its elected officials, officers, agents, employees, or volunteers. MCL and City each specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51, RCW. Further, the

indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts; provided that each Party's waiver of immunity by the provisions of this paragraph extend only to claims against the negligent Party by the non-negligent Party, and does not include, or extend to, any claims by the negligent Party's employees directly against the negligent Party. The Parties have mutually negotiated this waiver. The provisions of this paragraph survive the expiration or termination of this Agreement.

XVIII. Modification. This agreement may be amended or modified only by written agreement duly executed by the Parties.

XIX. Duplicate Originals. This agreement shall be executed in duplicate originals. One original shall go to each Party.

XX. Nondiscrimination. In the performance of this agreement, the Parties shall, at all times, comply with any and all federal, state, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

XXI. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

XXII. Evidence of Authority. This agreement shall be executed in duplicate originals. Upon execution of this Agreement, City shall provide MCL and MCL shall provide City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit "A" (City) and Exhibit "B" (MCL).

XXIII. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

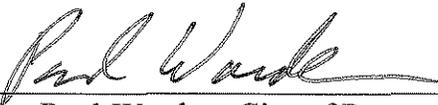
XXIV. Effectiveness. Except as expressly amended by the terms of this Agreement, the terms and provisions of the original Contract shall otherwise continue in full force and effect as originally agreed, or as previously amended.

IN WITNESS WHEREOF, the said District and the said City have caused this contract and agreement to be executed by their respective officers on the day and year first written above.

MID-COLUMBIA LIBRARIES

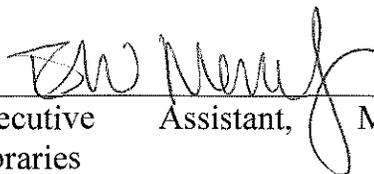
CITY OF PROSSER

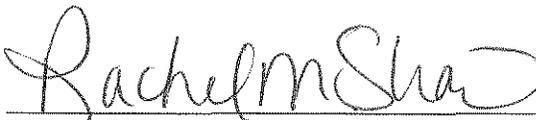
By: 
Executive Director, Mid-Columbia
Libraries

By: 
Mayor Paul Warden, City of Prosser

Attested to by:

Attested to by:


Executive Assistant, Mid-Columbia
Libraries


City Clerk Rachel Shaw, City of Prosser

March 25, 2014

The Honorable Paul Warden
Mayor of Prosser
601 7th Street
Prosser, WA 99350

RECEIVED
MAR 27 2014
CITY OF PROSSER

Dear Mayor Warden:

At the March 18, 2014 meeting of the Mid-Columbia Libraries Board of Trustees, the Board unanimously approved the Interlocal Agreement between Mid-Columbia Libraries and the City of Prosser as presented. Enclosed, please find two originals of the signed agreement for the Prosser City Council's consideration. The agreements have been signed by me, and attested to by Operations Manager Erin Meneely.

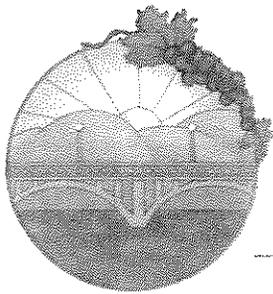
Mid-Columbia Libraries understands the Prosser City Council will be reviewing this agreement during their regular council meeting on April 1, 2014. We eagerly await news regarding the approval of this agreement. If you have any questions, please do not hesitate to contact my office at 737-6357.

Sincerely,



Kyle Cox
Executive Director

Enclosures



City of Prosser

April 2, 2014

Kyle Cox, Executive Director
Mid-Columbia Libraries
405 S. Dayton
Kennewick, WA 99336

RE: Interlocal Agreement

Dear Mr. Cox:

At its special meeting on April 1, 2014 the Prosser City Council adopted Resolution 14-1450 approving the Interlocal Agreement between the City of Prosser and Mid-Columbia Libraries for improvements to the Library building located in Prosser.

Enclosed please find a copy of said resolution and one fully executed original Interlocal Agreement signed by Mayor Paul Warden. The City has retained one original for its file.

Please feel free to contact me at (509)786-8218 with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Rachel M. Shaw". The signature is written in black ink and is positioned above the printed name.

Rachel Shaw, CMC
City Clerk

Enclosures as stated