

Exhibit A

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

THIS AGREEMENT, made and entered into this 27 of Oct, 2015, 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 "District", and the CITY OF WEST RICHLAND, WASHINGTON, a municipal corporation, hereinafter called "City" and collectively referred to as the "Parties" or individually as "Party".

WHEREAS, District has provided continuous library services to the City since June 12, 1978, under a Library Services Contract (hereinafter "Contract"), and the Parties desire to enter into an agreement to provide for improvements to the City-owned library building used by District; and

WHEREAS, the improvements provided for in this Agreement will allow District 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. Upon the successful affirmative vote of the residents of the City to increase the utility business and occupation tax for library services, District agrees to take the following actions and agrees to make and pay for the following improvements to the City-owned library building used by District to provide for library services to the City (hereinafter "Building"):
 - a. The City's council chambers are currently located in the Building. Following the completion of the Public Works Operations Facility anticipated in 2016, the Building's council chambers will no longer be needed as the new operations facility will provide dedicated space for a council chambers. As such, the remodel of the library facility will include, but not be limited to, expanding the library space to include the council chambers. The remodel process will not begin until District receives written notice of vacation of the council chambers by the City and District's sole occupancy of the Building.

- b. Contract with an Architecture/Engineering firm to provide floor plan design, project administration, and oversight of construction work.
- c. Demolish interior walls as reasonably necessary to create an open floor plan for the Building.
- d. Replace all flooring throughout the Building.
- e. Add electrical outlets and data lines as needed for the new Building layout and design.
- f. Renovate restrooms to replace fixtures, counters, wall coverings, and flooring as needed dependent upon their current condition.
- g. Remodel the staff area of the Building as needed.
- h. Repaint the interior of the Building to include new branding color palette.
- i. Purchase artwork for the Building and provide for the installation of such artwork within and outside of the Building.
- j. Purchase and install new or additional shelving as needed.
- k. Purchase and install new interior signage.
- l. Purchase and install security system including video cameras.
- m. Replace public computers and computer tables for those computers as needed, dependent upon current condition. Increase the number of public computers and personal device workstations based on past and anticipated customer demand.
- n. Purchase and place new furniture for seating areas as needed.

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

III. Compliance with Bid Laws. District shall comply with all bid laws for the improvement to the Building and when purchasing personal property to be placed in or outside the Building.

IV. Final Design/Bid Specifications Approval. Before District 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 the receipt of the same. In the event that substantive (i.e. significant) changes are made to the plans after such initial City approval, then District 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.

- V. 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. District agrees that it shall provide a temporary storefront branch within the city limits of the City to serve library customers during the remodel if the time needed to complete the remodel exceeds sixty (60) days. If the branch closure will be less than sixty one (61) days, District will make arrangements for customer service via routing customers to other branches and use of bookmobile services. If the branch will be closed for more than sixty (60) days, District shall pay all costs to open and operate a temporary storefront branch. Nothing herein shall excuse the City from making payments to District as required by the Contract.
- VI. Library Space. The City acknowledges that District 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 except as 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 the City; provided, however, District shall retain ownership of all shelving, furnishings, art work and other items which might be fixtures but are readily removed without significant damage to the Building premises. The Parties agree that the useful life of the improvements to the Building is ten (10) years, ending December 31, 2027. In the event that the City terminates the Contract on or before December 31, 2027, or moves the library out of the Building on or before December 31, 2027, the City agrees to pay District a portion of the Hard Costs reduced by ten percent (10%) per year for each year of the ten-year term, or part thereof. The amount of Hard Costs will be estimated at the start of the project, with this amount updated and agreed to by both 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 West Richland 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, electrical and telecommunication modifications and additions, permits, inspections and the like; provided, however, Hard Costs do not include the shelving, furnishings, artwork and other items that are readily removed from the Building without significant damage, as excepted 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 will remain fully enforceable in accordance with its terms and supplemented by the then applicable terms and provisions of the original Contract or its replacement.

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 be of no further effect from that date forward. The provisions of this paragraph survive the expiration or termination of this Agreement.

- VII. 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.
- VIII. Builders Risk Insurance: The contract with any construction company shall require the contractor to obtain builders risk insurance protecting subcontractors, City, and District 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.
- IX. Liability Insurance. Liability insurance shall be maintained in accordance with the Contract.
- X. Notices. Any notice required to be given by either Party to the other shall be addressed by District to the Mayor and by City to the Executive Director of District. All notices shall be given by either personal service, first class mail or by fax.
- XI. 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.
- XII. 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.
- XIII. 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.

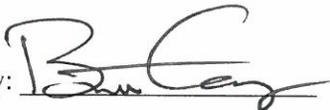
- XIV. Administration. This Agreement shall be administered by a joint board consisting of the Executive Director of District and the Mayor of the City.
- XV. Agency. This Agreement will not result in a separate agency or partnership being created.
- XVI. Indemnification. District and City each hereby 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. District 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.
- XVII. Modification. This Agreement may be amended or modified only by written agreement duly executed by the Parties.
- XVIII. Duplicate Originals. This Agreement shall be executed in duplicate originals. One original shall go to each Party.
- XIX. 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.
- XX. 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.

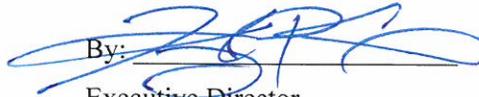
- XXI. Evidence of Authority. This Agreement shall be executed in duplicate originals. Upon execution of this Agreement, City shall provide District and District shall provide City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2),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

CITY OF WEST RICHLAND

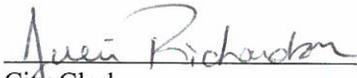
MID-COLUMBIA LIBRARIES

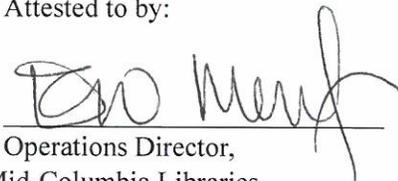
By: 
Mayor Brent Gerry,
City of West Richland

By: 
Executive Director,
Mid-Columbia Libraries

Attested to by:

Attested to by:


City Clerk,
City of West Richland


Operations Director,
Mid-Columbia Libraries