

**INTERLOCAL AGREEMENT BETWEEN  
THE MID-COLUMBIA LIBRARIES AND THE CITY OF WEST RICHLAND  
FOR LEASE OF THE CITY OF WEST RICHLAND DEVELOPMENT SERVICES  
BUILDING LOCATED AT 3801 W. VAN GIESEN STREET  
IN THE CITY OF WEST RICHLAND, WASHINGTON**

THIS LEASE, made and entered into this 30<sup>th</sup> day of November, 2018, 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, the 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 a lease agreement (hereinafter "Lease") to allow the District to occupy the City's former Development Services building (hereinafter "Building") located at 3801 W. Van Giesen Street to provide for a temporary location to be used by the District to operate the public library for the District as a temporary location while a remodel is completed for the primary District library building located at 3803 W. Van Giesen Street; and

WHEREAS, the Lease of the aforementioned space will allow District to continue operations in the City on a limited basis as a temporary branch during the remodel of the primary library space at 3803 W. Van Giesen Street and maintain the best library service to the greatest number of people at the most reasonable and equitable cost without relocating from the current municipal campus; and

WHEREAS, providing for a temporary library space by the District was agreed to by the City and District as found in the executed interlocal agreement between the two parties dated October 27, 2015; and

WHEREAS, the District agrees to make and pay for the following improvements to the City-owned library building used by District during the Lease to provide temporary library services in the City Building:

NOW THEREFORE, IT IS HEREBY AGREED as follows:

- I. Lease Fee and Duration. Upon approval by the City of West Richland City Council, the lease of the Building to the District shall be for \$0.00 dollars and no longer than 15 working days following issuance of the Certificate of Occupancy of the remodeled library. The lease may be terminated sooner for cause by either party with 90 business days' notice.

- II. Lease Insurance and Indemnification. The indemnification and insurance requirements are outlined in attached Exhibit 1, which is attached hereto and incorporated herein fully by this reference.
- III. Pre-Lease Inspection. The City and District shall perform a walk through inspection of the Building perimeter and interior with both parties present to document the current conditions of the Building interior and exterior to be utilized during the lease. Building interior documentation shall include the operations and utility of doors, windows, HVAC, mechanical and plumbing equipment. Further, fixtures, furnishings and equipment that will be utilized during the lease period shall be accounted for with those that will not be utilized to be removed and/or stored and secured as agreed upon. Exterior documentation shall include the existing conditions and changes proposed by the District shall be agreed upon such as signage or changes to the parking lot. Areas outside of the Districts normal usage to be used during the remodel of the library shall also be agreed upon as well as they are to be returned to upon completion of the lease.
- IV. Utilities. The District shall be responsible for the payment of all utility bills upon occupancy of the Building including the payment of water, sewer, power, phone, cable and internet and shall contact all applicable utility purveyors to transfer the utilities into the District's name.
- V. Improvements. Improvements made by the District to the building during the course of the lease shall belong to the City at lease termination.
- VI. Facility Locks & Security. The District shall change the building locks and provide the City with a key to the premise during the course of the lease as well as rekey the building upon vacating the building and provide the City a copy of the key.
- VII. Data Connection. The District shall be responsible for all data required for the Building and shall not be connected to the City's internet / intranet service.
- VIII. Postal Service Changes. The District shall be responsible for ensuring that it has mail service at an approved location by the United States Post Office, West Richland Postmaster.
- IX. Carpet Cleaning. The District shall have the carpets professionally cleaned upon cessation of the Lease.
- X. Repainting. The District shall have all interior walls professionally repaired and repainted as necessary to restore to its pre-occupancy condition to a neutral color approved by the City upon cessation of the lease. Additionally, the interior doors and jambs will also require repainting.

- XI. Compliance with Bid Laws. District shall comply with all bid laws for the improvement to the Building upon termination of the temporary lease and when purchasing personal property to be placed in or outside the Building.
- XII. 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.
- XIII. 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.
- XIV. Severability. The Parties agree that if any provision of the Lease is declared illegal or in violation of the law, the remaining provisions thereof shall remain in full force and effect.
- XV. 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 substantially 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.
- XVI. Modification. This Lease may be amended or modified only by written agreement duly executed by the Parties.
- XVII. Duplicate Originals. This Lease shall be executed in duplicate originals. One original shall go to each Party.
- XVIII. Nondiscrimination. In the performance of this Lease, 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.
- XIX. 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.
- XX. Evidence of Authority. This Lease shall be executed in duplicate originals. Upon execution of this Lease, City shall provide District and District shall provide City with a certified copy of the resolution, ordinance, or other authority given to execute this Lease 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).

XXI. No Third-Party Rights. Except as expressly provided herein, nothing in this Lease 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.

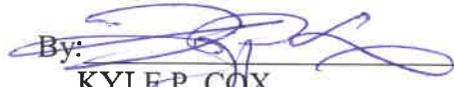
XXII. Effectiveness. Except as expressly amended by the terms of this Lease agreement, the terms and provisions of the original Lease between the parties shall otherwise continue in full force and effect as originally agreed, or as previously amended.

IN WITNESS WHEREOF, the said District and the said City have caused this lease 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

By:   
KYLE P. COX  
EXECUTIVE DIRECTOR

Attested to by:

Attested to by:

  
CITY CLERK  
CITY OF WEST RICHLAND

  
EXECUTIVE ASSISTANT  
MID-COLUMBIA LIBRARIES

**EXHIBIT 1 to Interlocal Agreement  
between City of West Richland and Mid-Columbia Libraries**

**Indemnification/Hold Harmless**

District shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of District's use of Premises, or from the conduct of District's business, or from any activity, work or thing done, permitted, or suffered by District in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the District and City. The provisions of this section shall survive the expiration or termination of this Lease.

**A. Insurance Term**

The District shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the District's operation and use of the leased Premises.

**B. No Limitation**

The District's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the District to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance**

The District shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as additional an insured on District's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

**D. Minimum Amounts of Insurance**

The District shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of District's property and improvements with no coinsurance provisions.

**E. Other Insurance Provisions**

The District's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the District's insurance and shall not contribute with it.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**G. Verification of Coverage**

The District shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the District.

**H. Waiver of Subrogation**

District and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

**I. City's Property Insurance**

City shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

**J. Notice of Cancellation**

The District shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**K. Failure to Maintain Insurance**

Failure on the part of the District to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days' notice to the District to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

**L. City Full Availability of District Limits**

If the District maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the District, irrespective of whether such limits maintained by the District are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the District.

CITY OF WEST RICHLAND

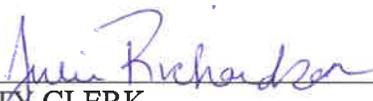
MID-COLUMBIA LIBRARIES

By:   
MAYOR BRENT GERRY

By:   
KYLE COX  
EXECUTIVE DIRECTOR

Attested to by:

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CITY CLERK  
CITY OF WEST RICHLAND

  
EXECUTIVE ASSISTANT  
MID-COLUMBIA LIBRARIES



**Keewaydin Branch**  
405 S. Dayton St.  
Kennewick WA. 99336  
(509) 586-3156

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## CERTIFICATION

I, Valerie Loffler, hereby certify that the following is a true and correct excerpt from approved Minutes of the Mid-Columbia Libraries Board of Trustees meeting of October 16, 2018.

"Ashley Coronado moved to authorize the Chairman to approve any subsequent changes and to authorize the Executive Director to sign the Interlocal Agreement with the City of West Richland for Lease of the West Richland Development Services Building.

The motion was seconded by Louise Matzner and carried unanimously."

Dated this 21st day of November 2018.

A handwritten signature in blue ink, appearing to read "Valerie Loffler", is written over a horizontal line.

Valerie Loffler, Clerk to the Board  
and Executive Assistant

