

# Sno-Isle Libraries

## BOARD OF TRUSTEES

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### Executive Director

Lois Langer Thompson

May 4, 2023

12:00 p.m.

Sno-Isle Libraries Service Center

7312 35<sup>th</sup> Avenue NE

Marysville, WA 98271

Microsoft Teams link: [Click here to join the meeting](#)

Telephone Dial-in: +1 872 239 6205

Phone Conference ID: 387 713 214

### Special Meeting Agenda

**1) Call to Order**

**2) Land Acknowledgement**

**3) Roll Call**

**4) \*Approval of Agenda**

**5) Unfinished Business**

- a) \*Interlocal Agreement between the City of Edmonds and Sno-Isle Intercounty Rural Library District – Executive Director Lois Langer Thompson [Attachment 1](#)

**6) \*Adjournment**

\*Denotes Board of Trustees action item.

*To request accommodation for an event, email [accessibility@sno-isle.org](mailto:accessibility@sno-isle.org) or visit [sno-isle.org](http://sno-isle.org).*

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDMONDS AND  
SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT  
FOR LIBRARY REPAIR AND UPGRADE PROJECTS**

This INTERLOCAL AGREEMENT FOR LIBRARY REPAIR AND UPGRADE PROJECTS (this “Agreement”), is made and entered into as of the effective date referenced below, between the CITY OF EDMONDS, a Washington municipal corporation (the “City”), and the SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, a Washington intercounty rural library district (the “Library District”) pursuant to Chapter 39.34 RCW.

**RECITALS**

**A.** The City and the Library District entered into an Annexation Agreement dated April 3, 2001 (the “Annexation Agreement”), attached hereto as **Attachment A** and incorporated herein by this reference; and

**B.** The Annexation Agreement sets forth the obligations of the City and the Library District with regard to the quarters provided by the City to the Library District (the “Library Quarters”) in the City-owned facility known as the Edmonds Library Building (the “Building”) and the Library District’s provision of library services in the Library Quarters; and

**C.** The Building and the Library Quarters recently suffered damage from a flooding incident related to a burst irrigation pipe within the Building; and

**D.** In February 2023, the parties entered into Addendum No. 1 to the Annexation Agreement (“Addendum No. 1”), attached hereto as **Attachment B** and incorporated herein by this reference, to document their agreement regarding the obligations of the City and the Library District relating to the repair of the flooding damage to the Building and the Library Quarters (the “Repair Project”) and a concurrent project to provide tenant improvements to upgrade and update the Library Quarters (the “Library Upgrade Project”) (collectively, the “Projects”); and

**E.** The parties wish to document their agreement on the rights and responsibilities of the City and the Library District with regard to the Projects with this Agreement entered into pursuant to Chapter 39.34 RCW.

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the City and the Library District agree as follows:

**1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the City and the Library

District as they relate to the execution of the Projects.

**2. Effective Date**

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the parties' websites.

**3. Administrators.**

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

City's Initial Administrator:

Susan McLaughlin, Director  
Edmonds Planning & Development  
Department  
121 Fifth Avenue N  
Edmonds, Washington 98020  
(425) 771-0220  
Susan.McLaughlin@edmondswa.gov

Library District's Initial Administrator:

Chy Ross, Assistant Director of Capital  
Strategy and Planning  
Strategic Services Department  
7312 35<sup>th</sup> Ave NE  
Marysville, WA 98271  
(360) 651-7017  
Cross@sno-isle.org

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

**4. Project Performance.**

4.1 Certification of Real Property Interest. The City certifies to the Library District that the City owns the real property upon which the Projects shall be executed, and additional real property interests or easements are not needed to complete the Projects.

4.2 Grant of License / Right of Entry. The City hereby grants to the Library District a non-exclusive license of reasonable access to those areas of the Building not included in the Library Quarters for the purposes of performing the work necessary to complete the Projects, and all activities reasonably related thereto. The right of entry authorized by this Agreement is subject to all valid rights existing in those areas as of the effective date of this Agreement. The City reserves the right to grant others the privilege to enter those areas of the Building not included in the Library Quarters, and the parties specifically agree that the right of entry granted by this Agreement is not exclusive. The Library District shall not permit any other party, except the Library District's duly authorized representatives, employees, agents and contractors, to enter or work in those areas of the Building not included in the Library Quarters.

4.3 Library District as Lead Agency. As agreed in Addendum No. 1, the Library District shall serve as the lead agency for undertaking both the Repair Project and the Library Upgrade Project as described therein, including but not limited to engaging the necessary contractors and providing project management to ensure coordination of the two Projects.

4.4 Library District's Responsibilities with regard to the Projects. The Library District shall undertake the following responsibilities with regard to the Projects:

4.4.1 Provide for the performance of all work necessary to deliver both Projects.

4.4.2 Obtain all necessary permits for the completion of the Projects.

4.4.3 Take responsibility for returning the Building to operational condition (including building systems known as mechanical, electrical and plumbing systems included in Upgrade Project).

4.4.4 Building alarms (Fire and Burglar ) shall be in operational condition at the time of occupancy or when otherwise required by code. Work on the Library Upgrade Project will need to take these pre-existing systems into account, and make an necessary alterations that will allow these systems to be operational and compliant.

4.4.5 Building DDC (HVAC) controls will need to be reconfigured and made operational and calibrated to meet new design parameters with City's vendor ATS (Alerton controls).

4.4.6 The Library District will contract for certain agreed upon work scopes on behalf of the City outside of the Library Upgrade Project in order to facilitate contractor coordination and expedite completion of the Projects. The scopes and costs associated with these are outlined in Section 4.5.7.

4.4.7 The Library District will provide the City with design and as -built drawings for all Library Upgrade Project work and contracted work on behalf of City.

4.4.8 The Library District shall obtain and, upon request, provide the City with copies of all permits necessary to complete the Projects.

4.5 City's Responsibilities with regard to the Projects. The City shall undertake the following responsibilities with regard to the Projects:

4.5.1 Expedite the provision of any necessary City permits.

4.5.2 Upon request by the Library District, promptly provide all information necessary to complete the Projects.

4.5.3 Installation of exterior insulation at West parking area

4.5.4 Perform professional air quality sampling study.

4.5.5 Provide access and assist with logistics as agreed upon by the City and the Library District.

4.5.6 Install irrigation re-routing for long term flooding solution.

4.5.7 The scopes and costs of the agreed upon work that the Library District will contract for on behalf of the City, as described in Section 4.4.6, are outlined below:

			Contractor Estimate	Insurance Estimate
General Labor Requirements			59,230	35112
Existing Condition Demo			2785	0
Wood, Plastic, Composites			54713	29806
Moisture/Thermal protection			43550	2062
Door Openings			1167	0
Finishes			147475	142395
Specialty Items			986	613
Equipment			4400	0
Furniture			3533	0
Flooring			129778	164162
Plumbing			6250	1355
HVAC			177	0
Electrical			6640	6640
Safety			164	164
		Sub	460,848	382,310
		Tax	48,389	51,496
		Total	509,237	433,806

4.6 Project Funding. The parties agree that the funding of the Projects shall be undertaken as set forth in Addendum No. 1. The City shall be responsible for providing funds in the amount of **\$408,179.00**, with the remaining costs being the responsibility of the Library District. This dollar figure represents the estimated insurance settlement amount (\$840,000, less City deductible) and expenses incurred as part of City responsibility in mitigating flood damages and restoring the Building to pre-flood conditions as agreed to by the City and the Library District. As provided in Addendum No. 1, up to \$250,000 of the Reserve Fund will also be available as funding for Repair Project costs, and any remainder may be used as agreed in Addendum No. 1.

4.7 Project Deadline. On or before September 30, 2023, the Library shall be operational to the public provided, that, the parties shall extend either or both of these deadlines, at the request of the Library District, as necessary or appropriate due to circumstances beyond the Library District’s control, including but not limited to acts of God, fire or other calamities, labor or material shortages, unanticipated building conditions, pandemics, civil unrest or acts of war.

4.8 Ongoing Maintenance. Upon completion of the Projects, the City shall be responsible for all other maintenance, repair, and capital costs related to the Building and the property on which it is located, as set forth in Addendum No. 1. When the Reserve Fund referenced in Addendum No. 1 is exhausted, the City and the Library District shall negotiate the responsibility for ongoing maintenance, furnishings, equipment and improvements for the Library Quarters.

**5. Other Flooding Damage Repairs.**

The Library District and the City acknowledge that the City has assumed responsibility for other flooding damage repairs to the Building that are not included in the Projects. The scopes and costs associated with these are outlined below:

Scope		Estimate
Restorx floor mitigation work		\$ 257,519.58
Exterior West elevation insulation		\$ 51,998.01
Public Restroom restoration		\$ 50,185.79
Restroom partitions		\$ 8,041.91
Building Irrigation re-routing		TBD
	Total	\$

**6. Accounting and Record Keeping.**

6.1 Accounting. The Library District shall maintain a system of accounting and internal controls which complies with generally accepted accounting principles and governmental accounting and financial reporting standards in accordance with RCW 43.09.200.

6.2 Recordkeeping. The Library District shall maintain adequate records to support billings for the Projects. The records shall be maintained by the Library District for a period of five (5) years after completion of this Agreement. The City, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the Library District relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

7. **Independent Contractor.** The Library District shall perform all work associated with the Projects as an independent contractor and not as an agent, employee, or servant of the City. The Library District shall be solely responsible for control, supervision, direction and discipline of its personnel and agents, who shall be employees and agents of the Library District and not the City. The City shall only have the right to ensure performance.

**8. Indemnification/Hold Harmless.**

The Library District shall assume the risk of liability for damage, loss, costs and expense arising out its activities under this Agreement. To the extent permitted by applicable law, the Library District shall hold harmless, indemnify and defend the City, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the Library District's activities under this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the City by an employee or former employee of the Library District, and the Library District, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the City only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

The City shall assume the risk of liability for damage, loss, costs and expense arising out its activities under this Agreement. To the extent permitted by applicable law, the City shall hold harmless, indemnify and defend the Library District, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the City's activities under this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the Library District, its appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the Library District by an employee or former employee of the City, and the City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the Library District only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

**9. Insurance.**

The Library District and the City shall each maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities under this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof, insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance as the case may be upon request.

**10. Compliance with Laws.**

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations. The parties each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including but not limited to Washington’s Public Records Act, Chapter 42.56 RCW. The parties understand that records related to this Agreement may be subject to disclosure by such laws.

**11. Default and Remedies.**

11.1 Default. If either the City or the Library District fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

**12. Termination.**

12.1 Project Completion. This Agreement will commence on the effective date set forth above and will terminate as of the date of the City’s final acceptance of the Projects, unless earlier terminated as provided in Section 12.2 below.

12.2 Termination for Breach. In the event that the Library District fails to complete the Projects by deadline, including any extension thereof, set forth in Section 4.7, and/or otherwise commits a Default as described in Section 11, the City may terminate this Agreement immediately by delivering written notice to the Library District. In the event that the City commits a Default as described in Section 11, the Library District may terminate this Agreement immediately by delivering written notice to the City.

**13. Dispute Resolution.**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. Neither party in any legal action shall be entitled to attorneys’ fees or court costs accrued during mediation or any legal action regarding this



Agreement.

**14. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**15. Miscellaneous.**

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, except those attached hereto as **Attachments A and B**. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attachment hereto and the text or main body of this Agreement, the text or main body of the attachment shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or

circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that they are competent and authorized to enter into this Agreement on behalf of the party for whom they purport to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement shall remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the Library District. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later date written below.

**CITY OF EDMONDS:**

**SNO-ISLE INTERCOUNTY RURAL  
LIBRARY DISTRICT:**

\_\_\_\_\_  
Mike Nelson, Mayor

\_\_\_\_\_  
Lois Langer Thompson,  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attest/Authenticated:**

\_\_\_\_\_  
Scott Passey, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney