

**RCW 39.34 INTERLOCAL AGREEMENT BETWEEN THE CITY
OF RENTON AND KING COUNTY LIBRARY SYSTEM
RELATED TO CONSTRUCTION OF TWO KCLS LIBRARIES IN
THE CITY OF RENTON**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 11th day of July, 2011, by and between the City of Renton, a noncharter code city under RCW 35A.03, and a municipal corporation in the State of Washington (hereinafter referred to as the "City"), and King County Library System, established and operated under RCW 27.12, in King County, in the State of Washington (hereinafter referred to as "KCLS").

RECITALS

- A. The citizens of the City approved annexation into the KCLS on February 9, 2010.
- B. The City and KCLS have discussed and agreed that the City will provide land and funding for, and KCLS should maintain and operate, two new library facilities in the City of Renton for the benefit of the citizens of Renton and the surrounding communities. (collectively referred to herein as the "Project").
- B. The City and KCLS contemplate that the Project will include one new library designed, constructed, staffed and maintained in downtown Renton and another designed, constructed, staffed and maintained in the Sunset-area of Renton.
- C. The Project is contingent on the City acquiring title to the properties upon which the libraries are to constructed and associated rights-of-way, easements, and or covenants as may be required.
- D. The Project also requires that KCLS manage and oversee the design and construction of both libraries and also operate and maintain the libraries.
- E. The Project and this Agreement set forth below are authorized by the Interlocal Cooperation Act, RCW 39.34.

NOW, THEREFORE, in consideration of the terms and provisions, the Parties agree as follows:

AGREEMENT

- 1. Parties:
The City and KCLS are collectively referred to herein as the "Parties".
- 2. Purpose:

The purpose of this Agreement is to define the respective rights, roles, responsibilities of the contracting Parties concerning their contribution of land, funding, planning, construction and management of the land and the libraries to be erected on that land.

3. Scope of Work:

a. The City to Provide library locations and funding:

The City will be the lead agency in the acquisition and due diligence necessary to provide suitable land and will contribute funds, as detailed further hereinbelow, for the design and construction of two new City of Renton library facilities consistent with or superior in form, function and quality of other recently constructed libraries in the King County Library System.

- i. The City will retain ownership of the underlying land at each library site that is ultimately selected (each a "Site" and collectively, the "Sites") and will provide the Sites with clear title, exclusive of public rights-of-way dedication and any conflicting easements or covenants extinguished as well as boundary line adjustments that may be required in order to design and construct library facilities. The City will conduct or have conducted a Phase I environmental review and investigation of each Site and if such review determines there is an existing environmental hazard, and if the City decides to purchase the Site, the City will remediate that condition prior to or contemporaneously with the purchase of the applicable Site.

b. The City will fund the following costs:

- i. Site acquisition;
- ii. Design;
- iii. Construction of finished library structures (excluding the items listed in Section 3(d) below, landscaping, off-site utility connections, parking, surface water management systems, and necessary infrastructure improvements; and
- iv. Public art that is integrated in to the structure subject to KCLS Art Selection Policy and the City's 1% for Art regulations.
- v. The City will also be the lead agency for SEPA reviews, land use determinations and any required conditional use permits.

c. KCLS to Own, Operate and Maintain libraries:

KCLS will own, operate and maintain the library structures on the Sites owned by the City at no charge, pursuant to ground leases with renewable terms of 100 years so long as those structures are operated as public libraries and neither structure is abandoned, neglected, or unused

for at least 360 calendar days without any stated intent from KCLS (or its successor) to continue library uses.

- d. KCLS to furnish furniture, fixtures and equipment typical for KCLS public library operations:

KCLS will fund all library furniture, fixtures and equipment (FF&E), interior signage related to library functions (i.e., excluding exit signage, ADA signage, etc.), library materials, staff and day-to-day operational expenses. Upon the earlier of (i) "substantial completion" of , or (ii) issuance of a certificate of occupancy for each project, KCLS will pay for operating expenses for the completed project, pursuant to a ground lease to be entered into between the City and KCLS, as further described in Section 9 below. As used herein, "substantial completion" shall occur upon the completion of construction of the library building improvements pursuant to the Approved Designs (as defined below) such that it can be put to its intended use, with the exception of any punchlist items.

4. Design and Bid Process:

- a. Lead Design Agency: KCLS shall be the lead agency in development of the libraries' design:

KCLS will be the lead agency in the design phase for each library in order to establish a single point of contact for vendors, architects and other entities and shall have final authority regarding the Library program, space planning, site planning and related program impacts and the interior design and improvements. As lead agency, KCLS shall execute, hold and administer all contracts and agreements necessary to design the project improvements.

- i. The architects and consultants will be selected using the KCLS procedures and the following.
 - ii. The qualification submittals will be reviewed by two City representatives and two KCLS representatives to determine three design and/or construction finalists for each library.
 - iii. The interviews for the finalists will be conducted with a panel to include two City representatives, one member of the Renton Library Advisory Board (RLAB), and one member of the Renton Municipal Arts Commission (RMAC). KCLS will be represented by up to four KCLS administration representatives and a KCLS Library Board Member.
- b. Staff of Design Team: The Parties will jointly staff the Design Team:
A "Design Team" will be established for each library project that includes the consultant team (including appropriate representatives from the architect and engineer), KCLS staff, up to two City representatives, two members from the RLAB, and one member from the RMAC.

- i. The Design Teams will host a community open house at the outset of each library's design process to discuss the potential design concepts and library programming elements desired by the public.
 - ii. The Design Teams will host a second set of community open houses to present the schematic designs for each library.
 - iii. The Design Team and the Architect will present the respective schematic designs to the Renton City Council and the KCLS Library Board.
 - iv. The Design Teams will review and provide input at each milestone phase: schematic design, design development and construction documents phase. These meetings may be coordinated with the receipt of cost estimates.
- c. Selection of Final Design: The Parties will jointly select the final designs:

At the completion of schematic design phase, the City and KCLS will approve a design for each of the library projects (each an "Approved Design" and collectively, the "Approved Designs"). The City and KCLS staff will develop project budgets for each facility based on the projected cost estimate that will include a change order contingency of 10% of each respective library's project cost and in addition a project contingency allocation for each library of 5% of the total budgeted cost. The budgets shall be in substantially the form attached hereto as Exhibit A. The total project cost establishes the City's maximum contribution amount (the total amount of the City's financial commitment to the two library projects)(the "City's Maximum Contribution"). If the actual bid costs exceed the Approved Design(s), then the Approved Design shall be modified in a manner mutually acceptable to the City and KCLS so as to fit within the budget constraints.
- d. Authority to Change Design: Changes to a project following schematic design may be initiated by either Party.
 - i. Design changes required by the City will be paid from the Project contingency, until that fund is exhausted. Additional funds will be added to the City's Maximum Contribution in order to accommodate changes directed by the City.
 - ii. Design changes that are required by KCLS shall also be paid from the Project contingency. However, KCLS shall reimburse the funds drawn from the Project contingency fund if the same is exhausted for the Project, to the extent that it was drawn down by KCLS changes.
 - iii. Unforeseen or emergency changes shall be paid from the Project contingency fund until it is exhausted. Thereafter, the City shall be obligated to fund the increase in costs due to the necessary design change. Unforeseen emergencies shall generally be

understood to be of the nature of events contained in Section 19, Force Majeure.

iv. Changes in the normal course of construction will be funded from the 10% change order contingency and then from the Project contingency.

e. Lead Bidding Agency: KCLS will manage the bidding process:

i. Once the budget and the Approved Designs are finalized, KCLS will assist the consultant teams in preparing the bid documents and specifications. KCLS will manage the public bid process in accordance with KCLS Purchasing Policies.

ii. Construction Contract Bidding:

1. KCLS shall provide the City a minimum of one copy of the plans and specifications advertised for bid, and an electronic file of the contract documents.

2. KCLS shall require that the City is included as an additional insured on the contractor(s) insurance policy(s), and that the City is included in the contract(s) indemnification provisions and receives the same protection as received by KCLS.

3. KCLS shall follow all applicable Federal, State and local laws, rules and regulations in the expenditure of the funds to be paid by the City to KCLS in connection with the Project. KCLS represents to the City that its procedures are consistent with applicable laws relating to public contract bidding procedures, and the City neither incurs nor assumes any responsibility for KCLS's bid, award or contracting process.

4. In connection with this Agreement, neither KCLS nor any party contracting or subcontracting in connection with the Project shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of the delivery of services or any other benefits under this Agreement. KCLS shall comply fully with all applicable Federal, State, and local laws, ordinances, executive orders and regulations that prohibit such discrimination.

5. Construction:

a. Lead Construction Agency: KCLS shall be the lead agency in the construction phase and manage the construction of each library in order to establish a single point of contact for vendors, contractors and other

entities. As lead agency, KCLS shall execute, hold and administer all contracts and agreements necessary to construct the project improvements.

- i. KCLS, as the lead agency in the design and construction phases for each library, shall have a duty to make good faith and commercially reasonable efforts to keep the project within budget.
 - ii. A "Construction Team" will be established for each library project that includes the contractor, the design consultants, KCLS staff or designated construction manager for KCLS (currently, URS Corp.), and the City's Facilities Director.
 - a. KCLS will provide direction and cost review with the General Contractor.
- b. Once construction commences, the Construction Teams will meet as needed but no less than weekly throughout the respective projects.
- c. KCLS shall be responsible for project management, providing direction and coordinating cost reviews for the projects. All change orders that involve the project contingency funds shall be reviewed and approved by KCLS and the City's Facilities Director or designated project representative, in their respective reasonable discretion. Such approvals shall be provided in a timely and responsible manner.
- d. No change orders to Approved Designs shall be made following commencement of construction, except in the sole discretion of KCLS. The responsibility for the cost of change orders will be as follows:
 1. Change orders that come at the sole request of the City shall be the sole responsibility of the City. If the cost exceeds the City's established Maximum Contribution, and no cost savings can be found to offset such cost increases, the City will determine either to bring additional funds to the Project or withdraw the change order;
 2. Change orders that come at the sole request of KCLS shall be the sole responsibility of KCLS;
 3. Change orders that come as a result of the mutual desire of KCLS and the City or necessitated due to unforeseen conditions shall be the responsibility of the City. If the cost exceeds the City's established Maximum Contribution, the City or KCLS may seek to either reduce the scope or may agree to bring additional funds to the Project. KCLS may elect to provide additional funds to the Project, in its sole discretion, but shall not be required to do so; and
 4. KCLS will be responsible for any project time delays and associated costs caused solely by, or arising directly from, any action or inaction by KCLS.

- e. The City may furnish an inspector (at the City's expense) to monitor compliance with requirements during the construction of the Project. The City's inspector shall advise KCLS of any deficiencies noted. KCLS shall take any necessary action to resolve the deficiencies noted by the City's inspector. The City's inspector shall not communicate directly with or instruct the Project contractor directly on any matters.
6. Payment of Design and Construction Costs.
- a. Payment for Design and Construction: City to pay on a reimbursement basis for the design and construction up to the City's Maximum Contribution amount as designated for the specific library.
 - i. On or around the 10th of each month KCLS will prepare a reimbursement invoice for the City for its portion of the Project costs which shall include all amounts that were invoiced to KCLS for the Project in the previous month, and for which the City is ultimately responsible, consistent with this Agreement and any other specifically adopted documents. The form of the monthly invoice to be submitted by KCLS is attached hereto as Exhibit B.
 - ii. KCLS shall include in their billing statement a copy of the Contractor's approved itemized partial payment request for that billing period to document the amount of the actual construction completed.
 - iii. The reimbursement invoices to the City will include as documentation photocopies of all of the underlying Project invoices received by KCLS. The Project invoices will be copied after review and approval for payment by KCLS and will include indication of KCLS's approval of the same.
 - iv. To the extent possible, the Parties will work to provide the City's Facilities Director or his or her designee an opportunity to review and initial the underlying Project invoices for items for which the City is responsible, upon receipt by KCLS from the Contractor, in order to identify any areas of disagreement between the Parties as soon as possible and to streamline the City's payment process.
 - v. Except for those invoices on which Parties have not reached agreement, all KCLS' invoices to the City shall be payable by the City within 30 days. KCLS and the City agree to use electronic payment as the payment method and the City will deposit the reimbursement payment directly into the account designated by KCLS.
 - vi. The Parties further agree to work diligently with each other to resolve any questions or disagreements on any outstanding invoices expeditiously. The City and KCLS agree that time is of the essence regarding these payments since KCLS is making payment

on Project invoices that are ultimately the responsibility of the City.

- vii. KCLS shall make available to the City all necessary documentation that the City reasonably requires or may require to satisfy any audits or reviews of the City's expenditures.

7. Potential library locations:

a. Downtown Library:

The potential Downtown Renton Library sites are 508 South Third Street (Big 5) and 504 South Third Street (Roxy Theatre).

- i. At the downtown Site that is selected, City will fund construction of, and KCLS agrees to operate, a library building and related infrastructure of up to 20,000 square feet. KCLS will endeavor to provide this size of building within the Project budget. However, should the amount of construction bid prices exceed the established budget, the scope of the Project and the Approved Design may be altered as necessary to meet the budget constraints. KCLS may elect to contribute additional funds to the Project in its sole discretion, but shall have no obligation to do so.
- ii. Expected dedicated free parking for library patrons will be provided on the Seattle Public Utilities (SPU) right-of-way (ROW) immediately north of the site.
 - 1. The City will be responsible for the SPU's extending of easement rights to KCLS or otherwise securing approval for KCLS to utilize the ROW from SPU.
 - 2. If at some point in the future it becomes feasible to charge for parking, the City reserves the right to do so after sufficient notice and discussion with KCLS and subject to the terms of the easement with SPU. The distribution of any future parking revenue, including the possibility of sharing proceeds with KCLS, would be determined by separate agreement prior to implementation.
- iii. Tentative timeline:
 - 1. Site Acquisition – Q2 2011
 - 2. Select Consultant Team and initiate Conceptual Design – Q2 2011
 - 3. Schematic and Design Development Phase including Public and City Council review –six to nine months
 - 4. Construction Documents and Permit Set Preparation-four to six months
 - 5. Permit Reviews – three months
 - 6. Public Bid to Notice to Proceed for Construction – three months
 - 7. Construction to Occupancy – 12 to 14 months

- 8. Move in and punch list – two months
 - 9. Warranty - one year following Final Acceptance
- b. Sunset Library:
- The potential Sunset Library (on Sunset Blvd NE, between NE Harrington Avenue and NE 10th Street (street address TBD)).
- i. City will fund construction and KCLS will operate a library and related infrastructure up to 15,000 square feet.
 - ii. Approximately sixty (60) dedicated free parking stalls are expected to be provided in a combination of an underground parking garage and on adjacent public streets. The Renton Housing Authority, the City, and future public and/or private partners may develop plans for redevelopment of the remaining portion of the Sunset library site. This redevelopment may incorporate the library structure itself after discussion and approval by KCLS. Such a mixed-use development would require a separate agreement by the parties.
 - 1. Tentative/ proposed timeline:
 - 2. City and Library District Select Consultant Team –Q2 2011
 - 3. Site plans options study is developed with the City, RHA and KCLS Q2 2011
 - 4. City and RHA negotiate and determine property transfer(s) – Q2 2011
 - 5. RHA submits Demolition/Disposition application to US Dept of Housing & Urban Development (HUD) –Q2 2011
 - 6. Schematic and Design Development Phase including Public and City Council review –six to nine months
 - 7. HUD approves Demolition/Disposition application –early 2013
 - 8. Construction Documents and Permit Set Preparation-four to six months
 - 9. RHA applies for and receives relocation vouchers for Sunset Terrace residents –Q2 2012
 - 10. Permit Reviews – two months – Q3 2012
 - 11. If necessary, Sunset Terrance residents relocated to alternative housing – three to six months
 - 12. Public Bid to Notice to Proceed for Construction – three months
 - 12. Construction to Occupancy – 12 to 14 months
 - 13. Move in and punch list –two months
 - 14. Warranty - one year following Final Acceptance

8. Mediation/Dispute Resolution:

- a. If either Party believes that there has been a material breach of the

aforementioned contract, they must provide written notice within seven (7) days of learning of that material breach (where “learning” means the awareness that any known factual circumstances constitute a material breach).

- b. The Party that is has been given notice of a material breach must clarify or cure the material breach within (14) days or within a reasonable period of time.
- c. Failure to clarify or cure the material breach within (14) days or within a reasonable period of time results in the Parties submitting to the requirements of Section 8(d) of the Agreement.
- d. In the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally within 30 days, a “neutral” third-party shall be mutually identified to hear disagreements in mediation. If the Parties cannot agree to a mediator the Parties agree that they shall jointly apply to the American Arbitration Association or another professional mediation service.
- e. Unless otherwise expressly agreed to by the Parties in writing, both the City and the KCLS shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.

9. Termination of the Agreement; Ground Lease:

- a. This Agreement should be terminated following the warranty period of the last completed project (one year following final acceptance) and replaced by a Ground Lease to be developed. The Ground Lease shall include the following provisions:
 - i. The City will lease the Sites to KCLS at no charge.
 - ii. KCLS will agree to operate public library facilities within the buildings constructed on the Sites.
 - iii. KCLS will maintain the buildings constructed on the Sites and adjacent landscaping.
 - iv. KCLS will maintain full-replacement property insurance on the buildings constructed on the Sites.
 - vi. In the event of a condemnation or casualty that results in the destruction of all or a majority of either of the buildings constructed on either Site, KCLS will confer with the City and the City may elect whether to have KCLS use the insurance proceeds to rebuild the library structure on the Site or, in the case of

condemnation, to use the condemnation proceeds to construct a library in another location.

vii. Each lease shall have a renewable term of 100 years so long as the library buildings are operated as public libraries and are not abandoned, neglected, or unused for more than 360 consecutive days without any stated intent from KCLS (or its successor) to continue library uses).

10. Extension of the Agreement:

The City and KCLS may agree to extend the duration of this Agreement as necessary to fulfill the purpose of this Agreement. In order for any such extensions to occur, the Parties must agree in writing to extend the agreement not less than thirty (30) days prior to the otherwise applicable expiration date. If the Parties have not agreed to the extension in writing by the otherwise applicable expiration date, the Agreement shall expire.

11. Duration:

This Agreement shall become effective upon approval by the City and KCLS and shall continue until the second quarter of 2014, unless otherwise terminated in accordance with Section 9 or extended in accordance with Section 10 of this Agreement.

12. Audits and Inspections: The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the KCLS or the City during the term of this Agreement and three years after termination or expiration.

Audits and inspections shall be the responsibility of KCLS. The City shall support KCLS in meeting audit and inspection requirements.

13. Indemnification, Hold Harmless and Defense:

KCLS represents to the City that it has or will have adequate supervision for those participating in the Project and that all applicable rules, regulations, statutes and ordinances will be complied with in their entirety. KCLS agrees to indemnify, hold and defend the City, its elected official, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions, violations and liabilities (including costs and all attorneys fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the Agreement to the extent caused by the negligent acts, errors or omissions of KCLS, its partners, shareholders, agents, employees, or by KCLS's breach of this Agreement.

KCLS shall require that the City is included as an additional insured on the contractor(s) insurance policy(s), and that the City is included in the

contract(s) indemnification provisions and receives substantially the same protection as received by KCLS.

KCLS waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. KCLS's indemnification shall not be limited in any way by any limitation of the amount of damages, compensation or benefits payable to or by any third-party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. THE PARTIES AGREE THAT THEY SPECIFICALLY NEGOTIATED THIS SECTION ON INDEMNIFICATION.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, KCLS shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal or governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly-against the City and KCLS and their respective officers, agents, and employees, or any of them, KCLS shall satisfy the same.

The City shall indemnify and hold harmless KCLS and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against KCLS, the City shall defend the same at its sole cost and expense, provided that KCLS retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against KCLS and its officers, agents, employees, or any of them, or jointly against the City and KCLS and their respective officers, agents, and employees or any of them, the City shall satisfy the same. ? I'm not sure that this is necessary.

As KCLS is the lead agency in the design and construction of the libraries, KCLS shall indemnify the City for any claims of design or construction defects, or negligence.

The City waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The City's indemnification set forth above shall not be limited in any way by any limitation of the amount of damages, compensation or benefits payable to or by any third-party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. THE PARTIES AGREE THAT THEY SPECIFICALLY NEGOTIATED THIS SECTION ON INDEMNIFICATION.

14. Negligence:

The Parties acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages discussed above in Section 13 are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and KCLS, its agents, employees, and/or officers, this Section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

15. Duty to comply with the law:

In executing this Agreement, the Parties do not assume liability or responsibility for or in any way release the other party to this Agreement from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the accused party shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, KCLS, or both, the City, KCLS, or both shall satisfy the same, including all chargeable costs and attorneys' fees.

16. Discrimination Prohibited:

In all of KCLS's services, programs, or activities, and all of KCLS's hiring and employment made possible by or resulting from this Agreement there shall be no discrimination by KCLS or by KCLS's employees, agents, subcontractors, volunteers or representatives against any person because of age, (except minimum age and retirement provisions), sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification in relationship to hiring and employment. Any material violation of this provision shall be grounds for the City to immediately terminate this Agreement.

17. Breach:

In the event of a breach of this Agreement, if a Party waives a breach, that waiver to pursue remedies related to that breach does not waive that party's right to pursue remedies for future breaches of this Agreement.

18. Waivers:

All waivers shall be in writing and signed by the waiving party. Either Party's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either party from enforcing that provision or any other provision of this Agreement in the future.

19. Force Majeure:

If either party cannot perform any of its obligations due to events beyond its reasonable control (other than the payment of money), the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions (other than regulations or restrictions adopted or imposed by the City) and weather conditions.

20. Remedies Cumulative:

Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity, or by statutes.

21. Governing Law:

This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. Any liabilities due to property damage or injury to persons arising out of activities conducted pursuant to this Agreement shall be governed by Washington State law.

22. Administration:

Each individual executing this Agreement on behalf of the City and KCLS represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of KCLS or the City. This Agreement shall be administered by KCLS Director or his/her designee, and by the City Administrator of Community and Economic Development, or his/her designee.

23. Amendments:

This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both Parties.

24. Drafting of this Agreement:

Each party has participated and/or had an equal opportunity to participate in the drafting of this Agreement. As a result, this Agreement shall not be

construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

25. Legal Representation:

The Parties are responsible for providing for their own legal services at their own expense.

26. Notices:

Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Written notice sent to the City should be addressed as follows:

Name:
Alexander Pietsch, Administrator
City of Renton
Department of Community & Economic Development
1055 South Grady Way
Renton, WA 98057

Written notice to KCLS shall be sent to the address in KCLS signature block on the last page of this Agreement.

27. No Third-Party Beneficiaries:

This Agreement is made and entered into for the sole protection and benefit of the Parties listed above. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

28. Assignment.

Neither KCLS nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

29. Severability:

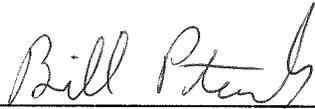
If a Court of competent jurisdiction determines that any portion of this Agreement is found to be invalid, illegal, or unenforceable, that

determination shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year set forth above.

King County Library System

City of Renton



Bill Ptacek
Director-KCLS
960 Newport Way NW
Issaquah, WA 98027
Phone: 425-369-3200

Denis Law
Mayor- City of Renton
1055 South Grady Way
Renton, WA 99057
Phone: 425-430-6500

APPROVED AS TO FORM:



Lawrence J. Warren
Renton City Attorney

Attest:


Bonnie I. Walton, City Clerk

EXHIBIT A

SAMPLE BUDGET SHEETS

- **RENTON DOWNTOWN**
- **RENTON HIGHLANDS**

Preliminary Renton Downtown Library Budget Allocation

This preliminary cost projection is for 15,000 sq ft or 20,000 sq ft single story building with parking

Costs based on recent KCLS Project Experience

Cost allocation as of June 28th, 2011	Renton		KCLS	
	15,000 sq ft	20,000 sq ft	15,000 sq ft	20,000 sq ft
Single Story with Street Parking				
Site Costs	\$ 632,000	\$ 1,535,000		
Construction	\$ 6,165,534	\$ 8,220,713		
Owners Costs	\$ 1,714,625	\$ 1,961,520		
Off Site Development	\$ 825,000	\$ 825,000		
Library FFE & Materials	\$ -		\$ 1,470,250	\$ 1,680,900
Total Estimated Cost	\$ 9,337,159	\$ 12,542,233	\$ 1,470,250	\$ 1,680,900

Preliminary Cost Allocations

Category	Detail	City		KCLS
		15,000 sq ft	20,000 sq ft	
Site Acquisition				
Estimated-Not Actual	Purchase Price-Propose	\$ 525,000	\$ 1,400,000	
	Legal	\$ 15,000	\$ 20,000	
(Big 5)	Demolition	\$ 65,000	\$ 80,000	(Roxy theater)
	Survey-Title Report	\$ 12,000	\$ 15,000	
	Environmental Analy:	\$ 15,000	\$ 20,000	
Total Site costs		\$ 632,000	\$ 1,535,000	
Construction				
\$325/sqft	Estimated Cost	\$ 4,875,000	\$ 6,500,000	
<i>change order contingency 10%</i>		\$ 487,500	\$ 650,000	
	WSST-9.5%	\$ 509,438	\$ 679,250	
	subtotal	\$ 5,871,938	\$ 7,829,250	
<i>project contingency 5%</i>		\$ 293,597	\$ 391,463	
Total Projected Costs Building construction		\$ 6,165,534	\$ 8,220,713	

Offsite Development

Frontage Improvements				
	street (3rd)	\$ 300,000	\$ 300,000	
	street(parking conne)	\$ 300,000	\$ 300,000	
	Utilities-place holder	\$ 150,000	\$ 150,000	
	Contingency 10%	\$ 75,000	\$ 75,000	
Total Frontage costs Projected		\$ 825,000	\$ 825,000	

Owners Costs

Architects Fee	\$	422,000	\$	525,000
Geo Technical(Soils)	\$	9,500	\$	12,000
Traffic +Parking Study	\$	7,500	\$	7,500
Survey(Refine survey)	\$	5,000	\$	6,500
subtotal basic services	\$	444,000	\$	551,000

Other Consultants Fees

Addenda Allowance Architectural	\$	50,000	\$	65,000
Additional architect servi	\$	250,000	\$	250,000
Civil Engineer	\$	53,000	\$	55,000
Landscape Architect	\$	36,000	\$	40,000
Interiors	\$	85,000	\$	85,000
Electrical Engineer	\$	50,000	\$	65,000
Cost Estimator	\$	25,000	\$	30,000
Mechanical-Plumbing	\$	95,000	\$	95,000
Conceptual Site anay	\$	5,000	\$	5,000
Acoustical	\$	24,150	\$	25,000
Lighting	\$	31,900	\$	33,000
structural	\$	16,200	\$	16,200
Consultant Coordination Fee	\$	35,000	\$	40,000
Public Art Coordination	\$	5,000	\$	7,500
1% of construction costs Art work	\$	61,000	\$	78,000
Legal-contracts	\$	2,500	\$	2,500
ME Commissioning Support	\$	20,000	\$	25,000
As Built Revisions	\$	20,000	\$	25,000
Reimbursibles	\$	30,000	\$	40,000
Additional Services estimated	\$	864,750	\$	982,200
Permit Fees	\$	250,000	\$	250,000
Contingency @10%	\$	155,875	\$	178,320

Projected: Total Owners Costs \$ 1,714,625 \$ 1,961,520

Library Furniture, Fixtures, Equipment, Supplies, Library materials

Furniture	\$	190,000	\$	230,000
shelving	\$	200,000	\$	240,000
specialized shelving lighting	\$	200,000	\$	270,000
office equipment/start up supplies	\$	22,500	\$	30,000
signage-Wayfinding	\$	125,000	\$	150,000
computer-telcom equipment	\$	90,000	\$	99,000
Contingency 10%	\$	82,750	\$	101,900
sub total FFE	\$	910,250	\$	1,120,900
Library collection Materials	\$	100,000	\$	100,000
automated check in system	\$	460,000	\$	460,000

\$ 1,470,250 \$ 1,680,900

Total

Preliminary Renton Highlands Library Budget Allocation

This preliminary cost projection is for 15,000 sq ft single story building with Structured Parking
 Costs based on recent KCLS Project Experience

Cost allocation as of June, 2011	Renton	KCLS
Single Story with Street Parking	15,000 sq ft	
Site Costs	\$ 152,000	
Construction	\$ 7,683,204	
Owners Costs	\$ 1,480,600	
Off Site Development	\$ 825,000	
Library FFE & Materials	\$ -	\$ 1,616,000
Total Estimated Cost	\$ 10,140,804	\$ 1,616,000

Detailed Preliminary Cost Allocations

Category	Detail	City 15,000 sq ft	KCLS
Site Acquisition			
Estimated-Not Actual	Purchase Price-Property	\$ 25,000	
	Legal	\$ 25,000	
	Demolition	\$ 65,000	
	Survey-Title Report	\$ 12,000	
	Environmental Analysis	\$ 25,000	
Total Site costs		\$ 152,000	

Construction			
\$325/sqft	Building & Landscape	\$ 4,875,000	
\$30,000/stall	Parking for 40 vehicles	\$ 1,200,000	
	<i>change order contingency 10%</i>	\$ 607,500	
	WSST-9.5%	\$ 634,838	
	subtotal	\$ 7,317,338	
	<i>project contingency 5%</i>	\$ 365,867	
Total Projected Costs Building construction		\$ 7,683,204	

Offsite Development			
	Frontage Improvements		
	street (3rd)	\$ 300,000	
	street(parking connection)	\$ 300,000	
	Utilities-place holder	\$ 150,000	
	Contingency 10%	\$ 75,000	
Total Frontage costs Projected		\$ 825,000	

Owners Costs

Architects Fee	\$	485,000
Geo Technical(Soils)	\$	15,000
Traffic +Parking Study	\$	7,500
Survey(additional)	\$	5,000
subtotal basic services	\$	512,500

Other Consultants Fees

Additional Services Allowance Architectural	\$	48,000
Civil Engineer	\$	100,000
Landscape Architect	\$	35,000
Interiors	\$	30,000
Electrical Engineer	\$	60,000
Cost Estimator	\$	35,000
Mechanical-Plumbing	\$	50,000
Conceptual Site analysis	\$	20,000
Acoustical	\$	10,000
Consultant Coordination Fee	\$	40,000
Public Art Coordination	\$	5,000
1% of construction costs Art work	\$	78,000
Legal-contracts	\$	2,500
ME Commissioning Support	\$	25,000
As Built Revisions	\$	15,000
Reimbursibles allowance	\$	30,000
Permits	\$	250,000
Contingency @10%	\$	134,600

Projected: Total Owners Costs \$ 1,480,600

Library Furniture, Fixtures, Equipment, Supplies, Library materials

Furniture	\$	200,000
shelving	\$	250,000
office equipment/start up supplies	\$	50,000
signage-Wayfinding	\$	150,000
computer-telcom equipment	\$	110,000
Specialized Shelf Lighting System	\$	200,000
Contingency 10%	\$	96,000
Subtotal FFE	\$	1,056,000
Opening Day Collection Additions	\$	100,000
Automated Self Check In System	\$	460,000

Total \$ 1,616,000

EXHIBIT B

FORM OF KCLS MONTHLY PROJECT COSTS INVOICE

