

**AGREEMENT
REGARDING LIBRARY SERVICES
IN THE EVENT OF ANNEXATION**

This AGREEMENT REGARDING LIBRARY SERVICES IN THE EVENT OF ANNEXATION (this "Agreement"), dated as of July 13, 2009, is made by and between the KING COUNTY RURAL LIBRARY DISTRICT, doing business as the King County Library System ("KCLS"), a Washington rural county library district, and the CITY OF RENTON (the "City"), a Washington code city.

RECITALS

WHEREAS, KCLS maintains and operates a library system and provides library services to the citizens of unincorporated King County, Washington (the "County"), and those cities and towns within King County that have chosen to annex into KCLS; and

WHEREAS, the City, located within the County, has not annexed into KCLS but currently maintains and operates the Renton Public Library (the "City Library") consisting of two libraries—the Main Library and the Highlands Library—and provides library services to its residents; and

WHEREAS, the City Council of the City has recommended that the City Administration continue to explore annexation into KCLS, and to determine the roles to be played by the City and KCLS in the process; and

WHEREAS, KCLS and the City now desire to define their rights and obligations of the parties in the event annexation of the City into KCLS is approved by the registered voters of the City a special election thereon be held in the City prior to December 31, 2010; and

NOW, THEREFORE, in consideration of their mutual agreements set forth herein, KCLS and the City hereby agree that, if the registered voters in the City approve the annexation of the City into KCLS a special election therefor to be held in the City (a "successful annexation election"), then:

1. Library Operations. Effective immediately following the certification of the results of a successful annexation election, the City will no longer be responsible for the management of a library, and KCLS will assume the operations of the Main and Highlands Libraries as part of its library system, and the library staff of the City Library will be transferred into KCLS employment. The plan to incorporate City Library staff into KCLS is included herein as Exhibit A. In consideration of KCLS's assumption of such library operations, the City will pay KCLS the amount budgeted by the City for the operation of the City Library for the remainder of the City's current fiscal year, such amount to be paid in equal, *pro rata*, quarterly installments.

2. Library Cards. The citizens of the City will be eligible for KCLS resident library cards immediately following the certification of the results of a successful annexation election.

3. Materials, Collections, Furnishings and Equipment. Title to the materials, collections, furnishings and equipment in the Main Library and Highlands Library will be transferred from the City to KCLS as soon as practicable following the certification of the results of a successful annexation election; provided, that due to hardware, software or other concerns, certain equipment, generally consisting of computer and network hardware, printers, leased copiers and telephone equipment, will not be transferred. To arrive at an exact list of items to be transferred, the City will prepare an inventory, KCLS will review the inventory, and the parties will attempt to agree on what items shall be transferred or not transferred. Should there be any items remaining in dispute then the disposition thereof shall be governed by Section 9 hereof. All items to be transferred shall be transferred by bill of sale.

4. Current Main and Highlands Library Facilities. The City will retain ownership of the current Main and Highlands Library facilities, and will continue to be responsible for and pay all of the costs of capital repairs and improvements to the current Main and Highlands Library facilities. Capital repairs and improvements shall be those single repairs or improvements with a project cost of \$5,000 or more.

KCLS will assume responsibility for and pay all of the costs of operational maintenance, housekeeping and groundskeeping at the current Main and Highlands Library facilities until new facilities are constructed. The properties to be maintained by KCLS are those properties shown on Exhibits B and C hereto enclosed within dark heavy lines to differentiate from adjoining City-owned properties. Maintenance shall be equal to or greater than that in the City maintenance schedules, which are attached as hereto as Exhibit D. KCLS shall keep maintenance records which the City may review upon 24 hours notice. If the City discovers inadequate maintenance, it will notify KCLS in writing, and KCLS shall make the appropriate correction. Should KCLS fail to make the correction within 14 days, the City may do so and KCLS will pay the cost thereof. Any dispute about the need to do repairs or maintenance, or the adequacy or cost thereof, will be governed by Section 9 hereof. Groundskeeping shall consist of normal maintenance activities such as weeding, mulching and litter pick up, and shall be equal to or greater than that in the City maintenance schedules, which are attached as hereto as Exhibit D.

5. Replacement Main and Highlands Library Facilities. The City and KCLS agree to develop and construct replacement facilities for both the Main and Highlands Libraries on other properties within the City to be acquired and donated by the City. The City and KCLS will jointly conduct the selection process for such properties in a manner consistent with KCLS's Site Selection Policy. KCLS has experience in managing numerous public library construction projects and will work with a representative from the City staff to develop the program plan and manage the construction of the new Main and Highlands Libraries. The project schedule will be jointly determined by the City and KCLS. The City will be responsible for and pay all of the costs of development and construction of the new Main and Highlands Libraries. The City will transfer title to each replacement library facility to KCLS at a time and in a manner that will facilitate construction management by KCLS, but not later than the completion thereof.

6. Facilities Development Coordination. KCLS has plans to develop a new library in Skyway and to expand its Fairwood library, each in an area identified for potential annexation to the City. In the event that such areas do annex to the City, KCLS and the City agree to coordinate the development of these projects with the development of the proposed replacement facilities for the Main and Highlands Libraries. KCLS also has plans to develop a new library in the East Hill area of Kent, which would serve certain areas of Renton, including the Benson Hill area. In the event of a successful annexation election of the City into KCLS, KCLS and the City also agree to coordinate the development of this project with the development of the proposed replacement facilities for the Main and Highlands Libraries. In any such case, such coordination might enable KCLS to participate in the funding of the development of the replacement facilities for the Main and Highlands Libraries.

7. Termination of Prior Agreements and Understandings.

(a) The City and KCLS have previously entered into an Agreement Regarding the Disposition of Library Capital Assets in the Event of Certain Annexations, dated as of July 2, 2007 (the "Prior Agreement"). Among other things, the Prior Agreement requires KCLS to make certain payments to the City. The City and KCLS agree that the December 1, 2009 and June 1, 2010 payments from KCLS to the City pursuant to Section 2(a)(ii) of the Prior Agreement shall be suspended (the "Suspended Payments") until after the election regarding the annexation of the City into KCLS. The calculation of interest on the December 1, 2009 and June 1, 2010 payments will also be suspended from December 1, 2009 and will resume upon certification of the annexation election. In the event of a successful annexation election, the Prior Agreement shall be deemed terminated upon the certification of the results thereof, KCLS's obligation to make the Suspended Payments shall be waived and deemed satisfied by the City without payment, and no further payments shall be required by KCLS to the City pursuant to the Prior Agreement. Alternatively, if the registered voters of the City do not approve the annexation of the City into KCLS, then the Prior Agreement shall continue in effect and KCLS shall pay the December 1, 2009 Suspended Payment on the June 1 or December 1, whichever comes first, following the certification of the unsuccessful annexation election results, and KCLS shall pay the June 1, 2010 Suspended Payment on the June 1 or December 1, as appropriate, that is six calendar months after that.

(b) The library cross use understandings of KCLS and the City, most recently set forth in a letter from the Chief Administrative Officer of the City to the Director of KCLS dated August 2, 2007, shall also be deemed terminated upon the certification of the results of a successful annexation election; and thereafter, no further reimbursements shall be required of either party thereunder.

8. City Library Board. The City currently has an active City Library Board appointed by the Mayor. Should the Mayor choose to continue the appointment of a Library Board following a successful annexation election, KCLS shall solicit input from the City Library Board on issues relating to library services and facilities for the residents of the City.

9. Dispute Resolution. If a dispute arises between KCLS and the City concerning the performance of any provision of this Agreement or the interpretation thereof, and KCLS and

the City are unable to resolve their differences through informal discussions, the parties will endeavor to settle the dispute by submitting the dispute to the City's Chief Administrative Officer and the Director of KCLS for resolution. Should the dispute not be resolved by those two individuals, then the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the parties. Such mediation will be non-binding but a condition precedent to having the dispute resolved pursuant to litigation.

In the event any action is brought to enforce any provision of this Agreement, the parties agree to be subject to exclusive jurisdiction in the King County Superior Court, and agree that in any such action, venue shall lie exclusively in King County.

10. Duration of Agreement. This Agreement shall become effective on the date first written above and shall remain in full force and effect until the earliest of (a) the failure of the registered voters in the City to approve such annexation at a special election therefor, (b) failure of the City to submit the issue of annexation to the voters by December 31, 2010, or (c) the completion of all activities and actions anticipated under this Agreement, including construction of any new buildings.

11. Relationship of the Parties. The parties to this Agreement are independent and nothing in this Agreement is intended to create a partnership, joint venture or other mutual undertaking between the parties.

12. No Assignment. The terms, covenants and conditions set forth in this Agreement shall be deemed personal to the parties hereto and may not be assigned or transferred to any other person.

13. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.

14. Severability. In the event any part of this Agreement is declared void or invalid, the remaining portions of this Agreement shall not be affected, but shall remain in full force and effect.

15. Modification. The obligations of the parties to this Agreement may not be modified, amended or waived except by written agreement executed by both parties.

16. Notices. All notices, demands or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if delivered personally or sent by United States Postal Service first class or overnight express mail or by overnight commercial courier service, postage and other charges prepaid. Notices so sent shall be effective three days after mailing, if mailed by first class mail, and otherwise upon receipt at the address set forth below; *provided, however*, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication, if addressed as follows, or as later designated in writing:

Director
King County Rural Library District
900 Newport Way NW
Issaquah, Washington 98027

Chief Administrative Officer
City of Renton
1055 S. Grady Way
Renton, Washington 98057

17. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same contract.

18. Entire Agreement. The parties hereto agree that this Agreement constitutes the only agreement between them regarding library services in the event of the annexation of the City into KCLS, and that no oral representations or no prior written matter extrinsic to this instrument shall have any force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and date first written above.

CITY OF RENTON

KING COUNTY RURAL LIBRARY DISTRICT

By:

Denis Law
Denis Law
Mayor
7-13-2009

By:

William H. Ptacek
William H. Ptacek
Director

APPROVED AS TO FORM:

By:

Lawrence J. Warren
Lawrence J. Warren, City Attorney

ATTEST:

By:

Bonnie I. Walton
Bonnie I. Walton, City Clerk

EXHIBIT A
Incorporation of Renton staff

King County Library System (KCLS) agrees to incorporate the existing regular staff members of the Renton Public Library (RPL) into existing regular staff of KCLS as of the effective date of annexation, as follows:

- For purpose of this agreement, we define a regular staff member as a current staff member with on-going authorized hours, as classified and employed as of the date of this agreement.
- Temporary and substitute staff members of RPL may choose to incorporate into any existing KCLS substitute classification as deemed comparable by KCLS.
- KCLS must negotiate Issues relating to wages, benefits and working conditions for RPL staff members with the unions representing the classifications into which RPL staff members are moved.
- Although positions available for RPL staff members will likely be in the Public Services division, RPL staff members will not be solely limited to that division.
- We do not expect the annexation of RPL to lead to staff increases in KCLS centrally performed functions. However, there may be some matches between RPL staff assignments and KCLS business needs.

As of the effective date of annexation, RPL staff members accepting positions with KCLS become employees of KCLS. RPL staff members will receive the same benefits and will be held to the same expectations as all KCLS staff members. KCLS is not bound by any employment, collective bargaining agreements or human resources policies granted or practiced by the City of Renton.

EXHIBIT B
Main Library Grounds Maintenance Area

**Downtown Renton Library
Grounds Maintenance Area**

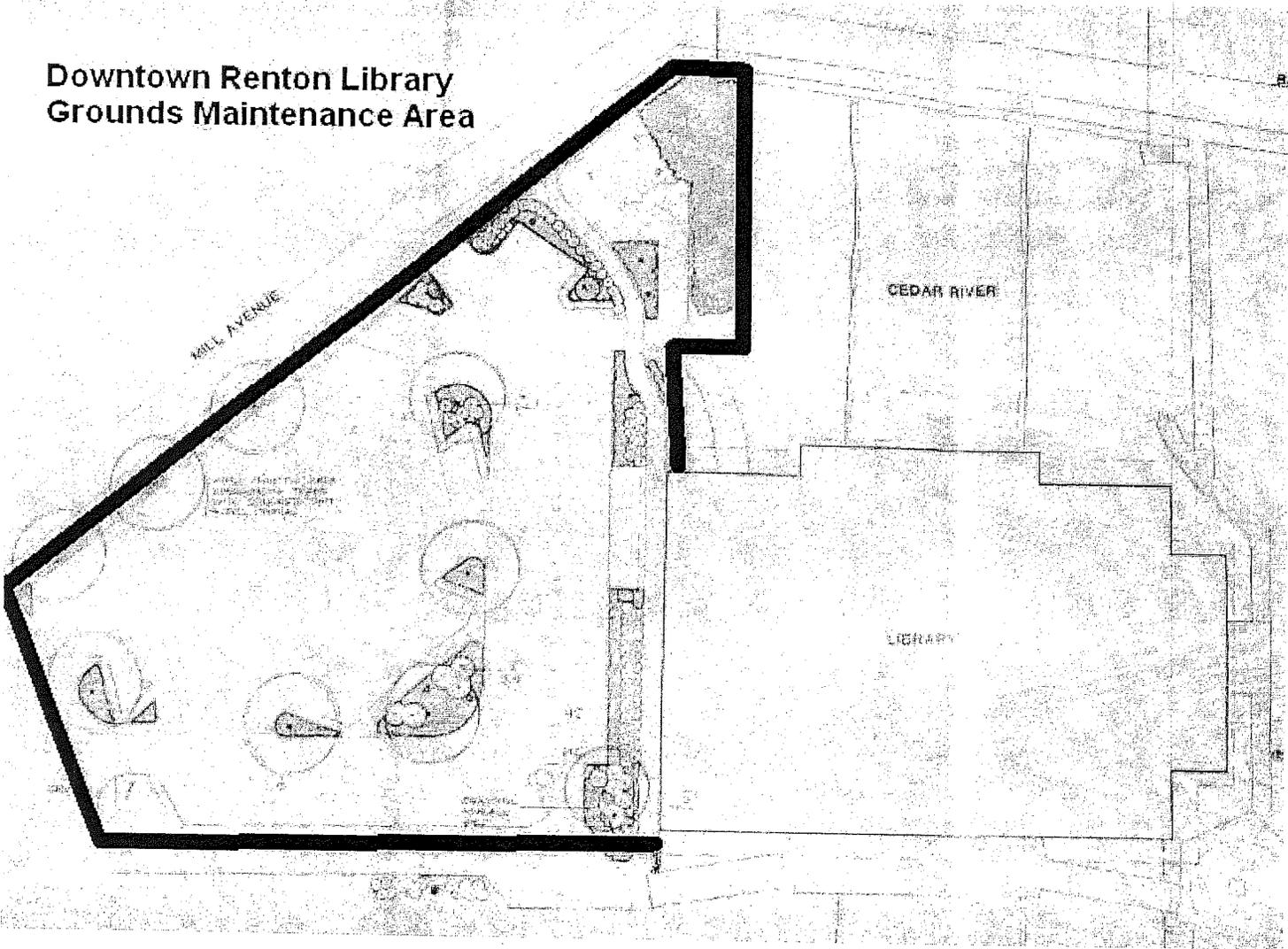


EXHIBIT C
Highlands Library Grounds Maintenance Area

Highlands Branch Library
Grounds Maintenance Area

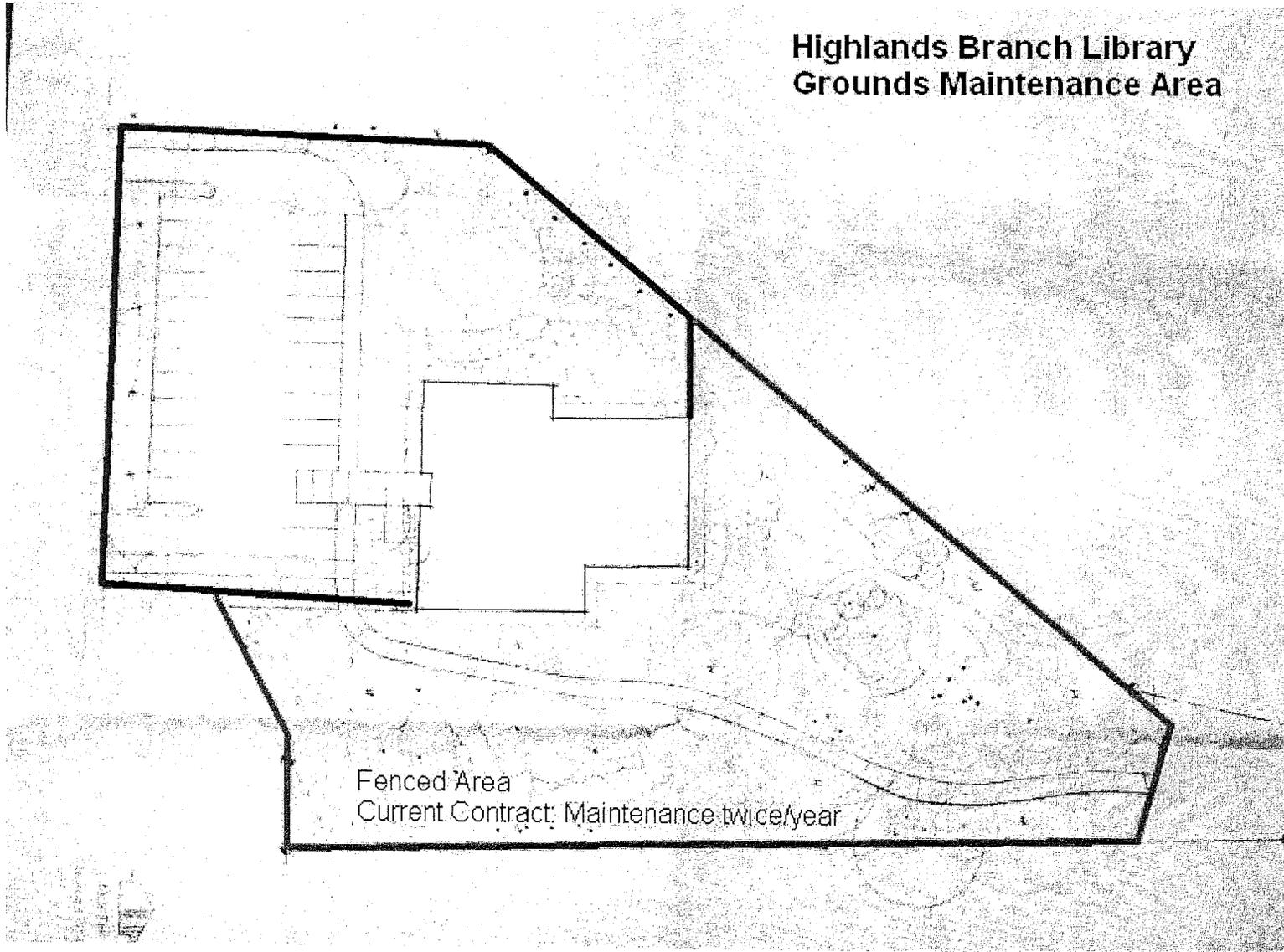


EXHIBIT D
Grounds Maintenance Schedule

Site 21: Renton Public Library

(100 Mill Avenue South. Landscaping south half of library including the parking lot to S 2nd Street, parking lot islands, adjacent sidewalks and area west of library. Addendum #3, October, 2006)

Attachment 10 - A

Maintenance Schedule

Turf	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Mow													
Trim/edge													
Fertilize													
Herbicide													
Aerate/Overseed													

Trees/Shrubs	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	
Water Shrubs						1	2	2	1				6	
Bed work - weeding		1	2	2	2	2	2	2	2	1	1		17	
Herbicide pre-emerge			1				1				1		3	
Herbicide post-emerge					1			1		1			3	
Fertilize				1						1			2	
Bark					1								1	
Leaf removal	AS NEEDED/DISCRETIONARY WORK FORM									2	6	1	9	
Prune Ground Cover & Shrubs			1	AS NEEDED/DISCRETIONARY WORK FORM						1				2

Ground Cover	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Weed		1	1	1	1	1	1	1	1	1	1		10

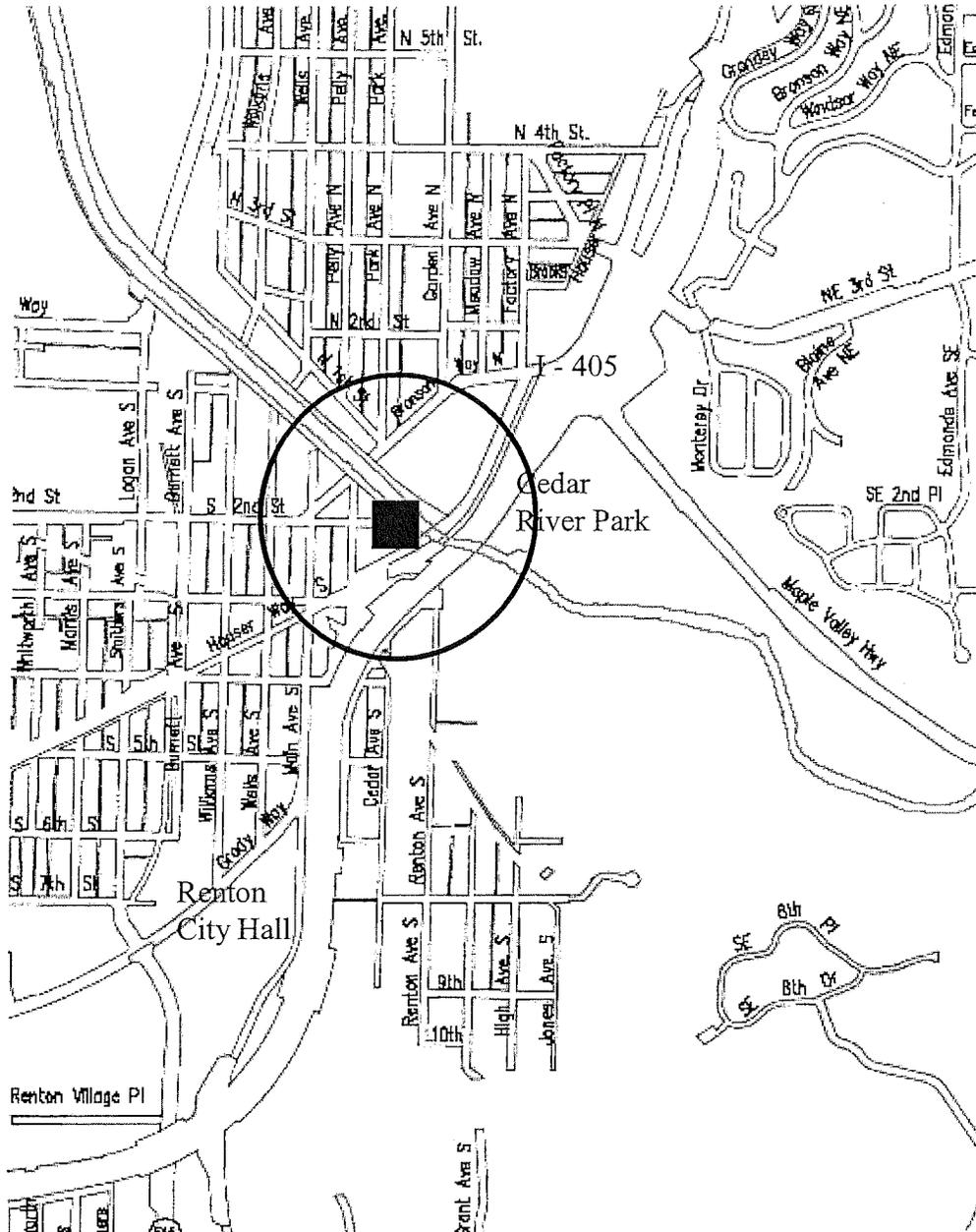
Hard Surfaces	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Sweep/blow	0	1	2	2	2	2	2	2	2	2	1	0	18
Litter	2	2	2	2	8	8	8	8	8	4	1	1	54

Site 1: Renton Public Library

(100 Mill Avenue South. Landscaping south half of library including the parking lot to S 2nd Street, parking lot islands, adjacent sidewalks and area west of library.)

Attachment 10 - B

Site Location



Site 22: Highlands Library – Natural Area Only

(2902 NE 12 Street. Entire site including east side of library in fenced enclosure. Amendment #3, October, 2006)

Attachment 10 - A

Maintenance Schedule

Turf	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Mow		1	2	4	4	4	4	4	4	4	4		35
Trim/edge			1	4	4	4	4	4	4	4	1		30
Fertilize			1			1				1			3
Herbicide										1			1
Aerate/Overseed													

Trees/Shrubs	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Pruning		1											1
Bed work - weeding		1	1	1	2	2	2	2	2	2	1		18
Herbicide pre-emerge			1				1				1		3
Herbicide post-emerge				1				1					2
Fertilize													
Bark				1									1
Leaf removal	AS NEEDED/DISCRETIONARY WORK FORM									2	2	2	6
Prune Ground Cover & Shrubs		1		AS NEEDED/DISCRETIONARY WORK FORM									2

Natural Area	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Mow				1		1		1					3

Hard Surfaces	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Sweep/blow		1	2	4	4	4	4	4	4	4	1		32
Litter	1	1	4	4	4	4	4	4	4	4	4	1	39

Site 22: Highlands Library – Natural Area Only

(2902 NE 12 Street. Entire site including east side of library in fee d enclosure. Amendment #3, October, 2006)

Attachment 10 - B

Site Location

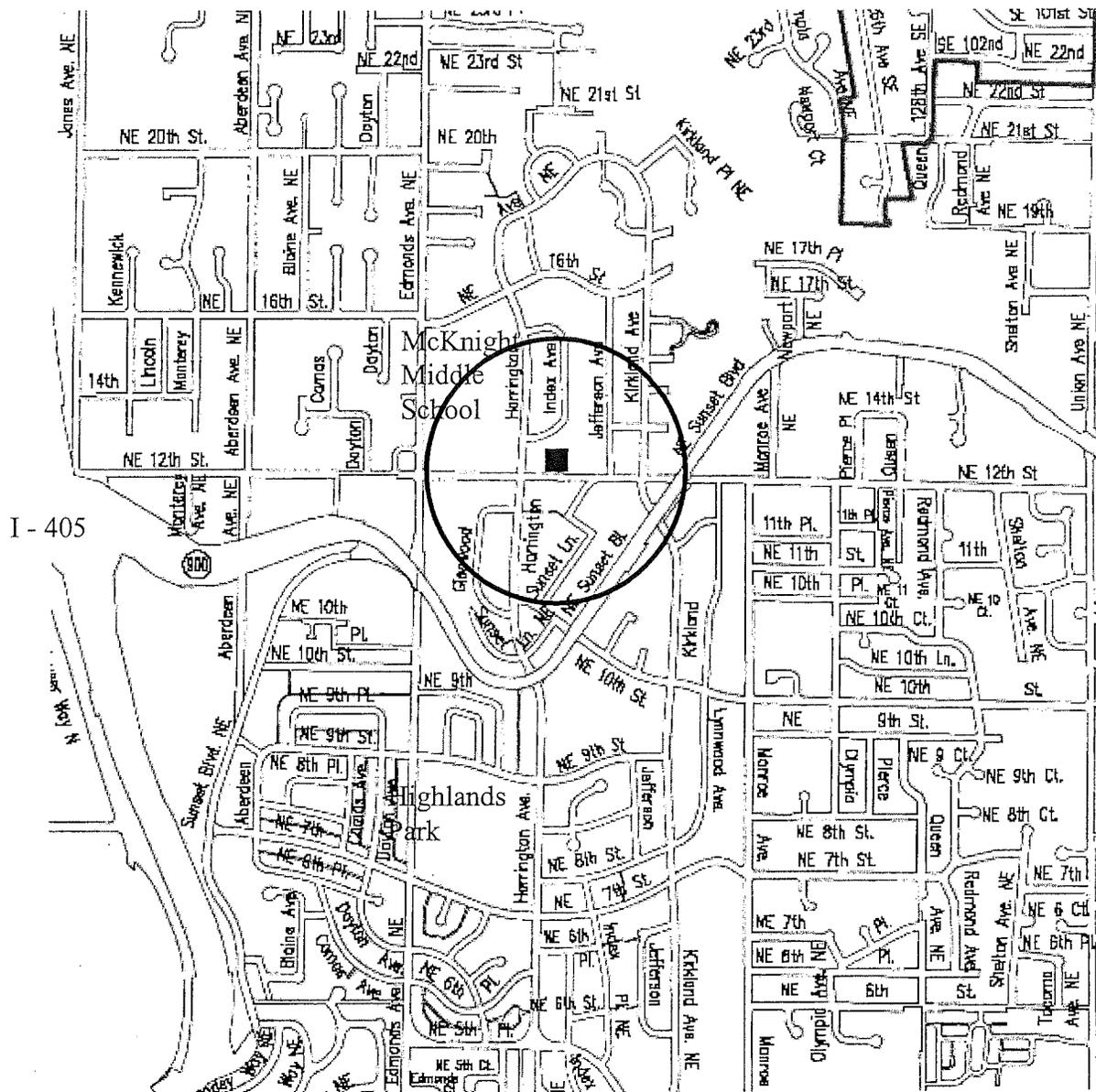


EXHIBIT D
Facilities Maintenance Schedules
Renton main Library

ATTACHMENTS:

1. Library Maintenance PDF (HVAC)
2. Library Window Washing PDF
3. Library Exterior Pressure Washing PDF
4. Library Custodial Tasks & Schedule PDF

SECTION 1

MAIN LIBRARY

- EQUIPMENT LIST
- PREVENTATIVE MAINTENANCE SCHEDULE

Apr 22, 2009

Equipment List Report

PAGE 1

City of Renton

Report File: EQUIP

Code	Description
MLIB AC-1	Mammoth Air cond. unit
MLIB B-1	Hot Water Boiler
MLIB F-1	Main Library - Upper Roof
MLIB F-2	Bath Exhaust Blower
MLIB P-1	Circ Pump
MLIB P-2	Circ Pump
MLIB P-3	Boiler Circ Pump
MLIB P-4	Boil Circ Pump
MLIB P-5	Circ Pump - Boiler Room

Task Code: ML-3MO-PM
Description: MAIN LIBRARY 3 MONTH PM

MARCH / JUNE / SEPTEMBER / DECEMBER

- Grease bearing to Mammoth SUPPLY FAN, two locations, 5 strokes each fitting.
- Grease Mammoth FAN MOTOR in March and September ONLY.
- Check V belts. Belts should not squeal on start up inform HVAC Tech. if problem exists.

Boiler Room

- Check air line separator bowls for oil or water - Notify HVAC Tech
- Hankson separator
Open valve to drain water
- Oil Separator
Open valve to drain oil
- Open low water cut off for approx. 10 seconds wide open to flush rust from valve.
- Check sight glass on expansion tank, if tank is over 3/4 full, drain.

(Procedure to Drain Expansion Tank:

- Shut off boiler, turn water off to expansion tank.

- Place garden hose to hose bib, open valve.

- Drain water in drain.

- After 5 minutes open small vent on bottom of air

control tank letting tank fill with air.

- Let tank drain completely - When finished reverse

above procedure.)

- Cooling season while compressors are running on Mammoth check two sight glasses for bubbles. If bubbles exist inform

HVAC Tech right away. Also, check low sight glasses on compressor should be 3/4 to full.

Task Code: ML-4MO-PM
Description: MAIN LIBRARY 4 MONTH PM

JANUARY / MAY / SEPTEMBER

- Grease LP2 motor in September and January, two locations, 2 strokes each, grease fitting.
- Check V belt upper roof exhaust fan - no lubrication to motor or bearings.
- Check Fan MLIB-F1 for proper operation

Restroom Exhaust Fan:

- Inspect
- Oil motor - 2 locations
- install new belt in Sept

SEPTEMBER / JANUARY ONLY

- Oil motors to pump LP-1 and LP-3, two locations, 10 drops oil each oil port.
- Oil front oil port to pumps one teaspoon oil.

Task Code: ML-12MO-PM
Description: MAIN LIBRARY 12 MONTH PM

AUGUST

- Clean boiler surface (fire box, flues, heat exchanger) with compressed air.
- Replace filters in roof-top air conditioner (AC-1), make sure unit is shut off. Switches are on front panel cover.

INFO

Mammoth - 2 belts - B-103
Upper roof exhaust - 1 belt 4L300

NOTE:

Evaporator, condensor and small unit heater coil are cleaned by contractor

HIGHLANDS LIBRARY

- EQUIPMENT LIST
- PREVENTATIVE MAINTENANCE SCHEDULE

Apr 22, 2009

Equipment List Report

PAGE 1

City of Renton

Report File: EQUIP

Code

Description

HLIB EF-1

Ceiling Exhaust Fan - Men's Restroom

HLIB EF-2

Ceiling Exhaust Fan - Women's Restroom

HLIB EF-3

Ceiling Exhaust Fan - Employee Restroom

HLIB F-1

Air Movement Fan - Supplies Meeting Room

HLIB HP-1

Heat Pump

HLIB HP-2

Heat Pump

HLIB HP-3

Carrier Weathermaker - Heat Pump

HLIB R-1

Wall Water Foundation

Task Code:

HL-3MO-PM

Description:

HIGHLANDS LIBRARY 3 MONTH PM

FEBRUARY / MAY / AUGUST / NOVEMBER

Heat Pumps #1 #2 #3:

- Check suction lines to each unit to see if running and cold
- Turn units 2 & 3 off, open side door
- Remove fanbelt, check for cracks and weakness
- Check pulley for unusual weakness
- Check drip pans, make sure they are free of water
- Clean exposed side of indoor coil of filter room with vacuum and brush
- Be sure to turn units back on

Mechanical/Filter Rooms:

- Check and clean floor drain
- Sweep and clean room
- Clean door vents
- Check exterior lighting time clock

Custodial Closet:

- Check energy control time clock for correct time and occupancy light

Meeting Room:

- Check air vents for air flow

■

Task Code: HL-12MO-PM
Description: HIGHLANDS LIBRARY 12 MONTH PM

NOVEMBER-

- Remove exhaust fans from restrooms, clean with compressed air and lubricate.
- Replace V belts to Unit #2 and #3 and above vent fan (Above heatpump back room)
- Optional - if indoor and outdoor coils to heat pump are dirty they will have to be cleaned with coil cleaner.
- Replace filters in filter room.

NOTE: If water is shut off to building, hot water heat circuit breaker must be turned off in Custodial Room to building, valves are labeled.

SECTION 2

Window Cleaning Contract for Renton Main Library

CONTRACTOR:

Crosby Incorporated
1801 130th Ave. N.E., Suite 200
Bellevue, WA 98005
425 885 5557

SCOPE:

Renton Main Library
100 Mill Avenue S
Renton, WA

Clean exterior windows in the months of March, June, and September for the sum of \$325.00 per cleaning.

On Call Service:

Clean interior perimeter windows for the sum of \$195.00 per cleaning.

SECTION 3

Semi Annual Building Exterior Pressure Washing And General Cleaning for Renton Main Library

Schedule pressure washing of building exterior twice annually. Summer cleaning to be scheduled one (1) week before Renton River Days. Secondary cleaning scheduled as needed or condition based. Include cleaning of exterior soffit areas for cobwebs and other surface buildup. Also include bridge deck, railings and walls on East side of Library.

SECTION 4

Main Library
9:30p.m.-11:30p.m.

Position #1 ~

Check furnace in boiler room.
Empty trash entire library, including kitchen and all offices.
Vacuum all carpeted areas.
Clean glass doors and windows in main entrance.
Wipe down check-out area.
Clean interior windows.
Spot clean carpet.
Replace burned out lights.

Main Library
9:30p.m.-11:30p.m.

Position # 2 ~

Clean back employee's restroom.
Mop kitchen floor.
Clean and disinfect public restrooms.
Wipe down service area and information area.
Wipe down all tables.
Clean interior windows.
Spot clean carpet.
Replace burned out lights.