

INTERLOCAL AGREEMENT
BETWEEN
PIERCE COUNTY LIBRARY SYSTEM
AND
THE CITY OF LAKEWOOD

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into between the Pierce County Library System, its official designees, and other governing bodies acting on its behalf to manage public engagement for the Lakewood and Tillicum libraries, hereinafter referred to as “PCLS” and the City of Lakewood and other entities brought in as part of the Project, hereinafter referred to as “City” pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act. PCLS and City are hereinafter referred to as “Parties”.

THE PURPOSE of this agreement is to set terms and conditions for which the Parties will conduct and pay for library needs to serve the Lakewood and Tillicum communities.

- 1. Consultant.** The City has conducted and continues to conduct extensive work with the assistance of BERK Consulting, a firm operating out of Seattle, Washington, hereinafter referred to as “Consultant”, to provide long-term community planning and engagement services in the City’s communities. The Parties desire to share the services and costs of BERK Consulting to engage the Lakewood and Tillicum communities for their needs in library services.
- 2. Statement of Work.** The Parties shall develop a statement of work and project schedule to include Consultant’s services, with an estimated consultant budget of \$60,000, the cost of which will be shared in equal portions between the Parties.
- 3. Cost Sharing.** The City shall administer all Consultant invoices under its full authority and processes. The City shall record all work that Consultant performed apropos to this Agreement and issue invoices due the City, to include an equal share of all service rates, fees, taxes, and other costs incurred by BERK Consulting. Upon receipt of a verifiable invoice by the City, PCLS shall remit payment within thirty (30) days.

Should the Parties desire further work from BERK, an additional allowance is authorized by mutually written agreement of the Parties, but in no case shall exceed \$25,000 in total. All additional costs from the allowance will be split equally by the Parties.

- 4. Property Appraisal.** The City shall contract with a Washington Licensed commercial property appraiser for a Narrative Appraisal of the current PCLS property (parcel no. 503000-2991), located at 6302 Wildaire Road SW, Lakewood, WA 98499 for a cost not to exceed \$10,000. The City will bill PCLS and be reimbursed for the full cost of this Narrative Appraisal.
- 5. Advisory Committee.** The City and PCLS shall form a Library Advisory Committee, jointly appointed by our legislative bodies.

6. **Contacts and Agency Representatives.** The following individuals are authorized to represent the interest of each party to this memorandum, and may delegate authority as deemed necessary and appropriate within their respective agencies.

For PCLS: Executive Director Georgia Lomax and her successors.

For City: City Manager John Caulfield and his successors.

7. **Term of Agreement.** This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this Agreement and shall remain in full force and effect for not longer than twelve (12) months. This Agreement may be terminated, with or without cause, by either party upon sixty (60) days written notice, and none of the Parties shall have any further obligation.

8. **Amendment.** The Parties agree that they may only amend this Agreement by written agreement.

9. **Venue/Applicable Law.** This Agreement shall be interpreted and construed according to the laws of the state of Washington; venue shall be in Pierce County, Washington.

10. **Indemnification.** Each Party shall defend, indemnify and hold harmless the other Party, including each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims and all associated losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

PCLS
DocuSigned by:
Georgia Lomax
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Georgia Lomax

4/21/2022

CITY
Tho Kraus
Tho Kraus, Acting City Manager

John J. Caulfield, City Manager

4/21/2022

CONCURRENCE:

Approved as to form:

Heidi Ann Wachter
Heidi Ann Wachter, City Attorney

Attest:

B. Schumacher April 22, 2022
Briana Schumacher, City Clerk