

**Interlocal Agreement
Between Pierce County Rural Library District
and
City of Lakewood**

This Interlocal Agreement (the “Agreement”) is entered into by and between Pierce County Rural Library District (the “Library”), a junior taxing district operating in the County of Pierce in Washington State, and City of Lakewood (the “City”), a municipal corporation, similarly operating in said county and state. The Library and the City are referred to individually as “party” and collectively as “parties.”

Purpose and Scope

The purpose of this Agreement is to identify the roles and responsibilities of the City and the Library as they relate to the ownership, transfer, handling, and storage of the Douglas Fir section of tree (the “Tree Section”) having been born in or around 1359, colloquially known as “The Big One”, that has been in continuous possession and on public display since 1963 at the Lakewood Library, having address at 6300 Wildaire Rd SW, Lakewood, WA 98499.

Term of Agreement

The period of this Agreement begins March 4, 2024 and remains in force perpetually thereafter, unless terminated by mutual written agreement of the parties as provided herein.

Roles and Responsibilities

The City agrees to:

- Identify and provide reasonable accommodations (the “Storage”) for the Tree Section, in a manner that it remain reasonably safe and secure from hazards, environmental wear, vandalism, and other accidental or purposeful damages that may occur during the course of ownership;
- In accordance to the City’s practices, periodically check the condition of the Tree Section, and mitigate any potential or actual damage that may have occurred in Storage; and
- Enjoy all ownership rights of the Tree Section in accordance to the will of the City, including, but not limited to, storage, preservation, treatment, transfer, display, handling, and surplus and disposition.

Library agrees to:

- Remove the Tree Section from the Lakewood Library prior to or as part of demolition of the facility, in a manner that safeguards it from damage during removal and transportation; If the Tree Section is damaged or falls apart prior to the secure installation at the chosen site, the library will be responsible for clean-up and removal of any tree section debris.

- Coordinate with City staff and contractors to safely transport the Tree Section to the Storage defined herein;
- Release all ownership rights to the City;
- Bear all costs in the removal and transportation as provided herein these duties; and
- Upon the date of transfer to Storage, conveys to the City the sole rights of ownership, including, but not limited to, decisions regarding storage, preservation, treatment, transfer, display, handling, and surplus and disposition of the Tree Section, should the City so desire.

General Terms and Conditions

1. **Termination:** Either party may terminate this Agreement by providing written notice to the other party within twenty (20) business days of termination. Upon termination, all provisions contained herein end, and no further expectation is made of the parties' roles and responsibilities.
2. **Automatic Termination Upon Surplus.** Should the City so act to surplus, which may include transfer of ownership to or handling by another entity, this Agreement shall terminate automatically upon the effective date of the City's surplus action.
3. **Compensation.** The parties agree and understand that no compensation to either party is involved in this Agreement, now and in the future. Further, should the City surplus the Tree Section and receive any proceeds through its disposition, the Library shall carry no expectation of sharing any of said proceeds.
4. **Amendments.** This Agreement may only be amended by the written consent of both parties.
5. **Contact:**

Library's principal contact is:

Clifford Jo
Business and Compliance Director
Pierce County Library System
253-548-3453
cjo@piercecountylibrary.org


City's principal contact is:

Mary Dodsworth
Director, Lakewood Parks, Recreation and Community Services
253-983-7741
mdodsworth@cityoflakewood.us

6. **Public Records Act/Confidentiality.** Notwithstanding any other provision herein, City and Library acknowledge that both parties are public agencies subject to the state Public Records Act, Chapter 42.56 RCW. Upon receipt of a public record request for any material which is the subject of this Agreement, the receiving party will promptly notify the other party of the request. If the other party desires to prevent release of the material, it shall be the other party's sole responsibility to obtain a court order enjoining the release.

- 7. **Indemnification and Hold Harmless.** The City shall protect, defend, indemnify, and hold the Library, its agents, employees, officials harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter “claims”) brought against the Library arising out of or incident to the negligent execution of, performance of, or failure to perform this Agreement; provided, however, that if such claims are caused by or the result from the concurrent negligence of the City, its agents, employees, and/or officers and the Library, its agents, employees, and/or officers, this paragraph shall be valid and enforceable only to the extent of negligence of the City, its agents, employees, and/or officers; and provided/further that nothing in this paragraph shall require the City to indemnify, hold harmless, or defend the Library, its agents, employees, and/ or other officers from any claims caused by or resulting from the sole negligence of the Library, its agents, employees, and/or officers. The City’s obligation under this paragraph shall include indemnification of the City’s own employees or agents.
- 8. **Survival.** All terms of this Agreement shall survive transfer of ownership from Library to City.

For City



 Signature

John J. Caulfield, City Manager

 Name/Title

March 4, 2024

 Date

For Library

DocuSigned by:


 Signature

Executive Director

 Name/Title

3/14/2024

 Date

Approved as to form:



 Heidi Ann Wachter, City Attorney

Attest:


 _____ 3/5/2024
 Briana Schumacher, City Clerk