

July 3, 1991  
KCLSRb.hdm

Introduced by: Lois North

Proposed No.: 91-554

MOTION NO. 8332

A MOTION authorizing the King County Executive to enter into an interlocal agreement with the King County Rural Library District, doing business as the King County Library System ("KCLS"), regarding the lease of a portion of the Richmond Beach Center Park for the development of a library.

WHEREAS, the King County Council, by Substitute Motion 7885, passed on April 9, 1991, a copy of which is attached hereto, requested the King County Executive to negotiate an agreement with the KCLS allowing the development of a library at the Richmond Beach Center Park; and

WHEREAS, the King County Council provided a specific criteria which had to be met in any agreement between the County and KCLS; and

WHEREAS, negotiations have taken place and an agreement has been drafted incorporating, among other provisions, the specific criteria set forth in Substitute Motion 7885; and

WHEREAS, the county and KCLS recognize the development of a library at the Richmond Beach Center Park will provide a benefit to the community; and

WHEREAS, the county council finds that the promotion of literacy and reading is an important objective, and this objective is considered a mutual and offsetting benefit to the county; and

WHEREAS, the county and KCLS also acknowledge that the Richmond Beach Center Park is a unique view areas, the benefits of which must be preserved; and

WHEREAS, the county and KCLS will use every reasonable effort in the design and construction of the library to minimally impact the Richmond Beach Center Park,

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NOW, THEREFORE BE IT MOVED by the Council of King County:

The King County executive is hereby authorized to enter into an interlocal agreement with KCLS in substantially the form attached hereto for the purposes related to the lease of a portion of the Richmond Beach Center Park for the development of a library.

PASSED this 8<sup>th</sup> day of July, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Felton  
Clerk of the Council

July 8, 1991

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INTERLOCAL AGREEMENT  
FOR  
JOINT DEVELOPMENT AND COOPERATIVE USE  
RICHMOND BEACH CENTER PARK

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by and between KING COUNTY RURAL LIBRARY DISTRICT, doing business as King County Library System (hereinafter referred to as "KCLS"), and KING COUNTY DEPARTMENT OF PARKS, PLANNING AND RESOURCES, PARKS DIVISION (hereinafter "KCPD").

RECITALS

- A. KCPD owns certain real property known as Richmond Beach Center Park hereinafter referred to as "Park"; this property is legally described in Exhibit "A" attached hereto. KCLS wishes to construct a library on a portion of this property hereinafter referred to as "site."
- B. In accordance with King County Council Substitute Motion 7785, passed on April 9, 1990, KCLS and KCPD seek to implement the directives from the County Council and formalize by this Agreement the construction and maintenance of the site by KCLS and the joint use of the site by KCLS and KCPD.

King County Council Substitute Motion 7885 requires, in lieu of fair market value for the use of the site, that KCLS provide a mutual and offsetting benefit to the County, including but not limited to additional restroom and parking capacity at this site, as well as providing meeting room facilities for KCPD's fee supported programs not only at this site but at any new facility which KCLS constructs. To that end, KCLS intends to construct a library building and parking area, to include landscaping and other amenities such as a meeting room, off street parking, paths and benches near the library building for the mutual and joint use by KCPD and KCLS patrons. These amenities are not exclusive; additional amenities may be added before final approval of the construction project. KCLS further intends to provide meeting room facilities for KCPD's fee supported programs at any new library KCLS constructs.

The parties recognize that the construction of the library at the Park will provide a benefit to the community. The parties find the promotion of literacy and reading is an important objective and consider it an offsetting benefit to the County. The parties also acknowledge that the Park is a unique view area, a limited resource, the benefits of which must be preserved. Therefore, the parties will make every reasonable

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effort to design and construct the site to minimally impact the Park and the recreational uses thereof.

- C. This Agreement Document is divided into three (3) parts, Part I - Development, Part II - Joint and Cooperative Use and Part III - General Terms. The purpose of Part II of this Agreement is to provide for joint and cooperative use of the facilities constructed and improved as provided in Part I. KCLS and KCPD agree to use the facilities jointly and cooperatively according to the terms and conditions set forth hereinbelow.
- D. In consideration of the sum of One Dollar (\$1.00) per year, and other good and valuable considerations, KCPD will lease the site to KCLS for a period of thirty-five (35) years from the date the notice to proceed with the library construction is issued, a copy of which will be sent to KCPD. If, during the term of this Agreement, KCPD desires to sell, lease, rent or otherwise dispose of the Park to a third party, then KCLS shall have the right of first refusal upon identical terms and conditions as may be offered by a third party to purchase, lease or rent the Park. In the event a bona fide offer is made by a third party to KCPD, KCPD shall transmit the terms and conditions of said offer to KCLS within five (5) days of KCPD's receipt of said offer.
- E. If, during the term of this Agreement, KCPD desires to purchase, lease or rent the building and/or parking area and/or other improvements constructed and/or installed by KCLS on the site from KCLS, then KCPD shall transmit the terms and conditions of said offer in writing to KCLS. KCLS shall have ninety (90) days after being notified in writing of the terms and conditions of said offer to determine whether KCLS wishes to sell, lease or rent the improvements on the site to KCPD. If KCLS elects to sell, lease or rent on the site to KCPD under mutually agreeable terms and conditions, KCLS will so notify KCPD in writing. In the event KCLS elects not to sell, lease or rent the improvements on the site to KCPD, all terms and conditions of this Agreement shall remain in full force and effect for the full term of this Agreement. The fair market value of the property to be purchased, leased or rented shall be determined by a formal appraisal to be conducted by a licensed appraisal firm which firm shall be mutually agreed upon by the parties hereto.
- F. At the expiration or termination of this Agreement, and as part of the consideration in lieu of fair market value for the use of the site, KCLS shall remove the improvements including the parking area and return the site to its current condition and use unless otherwise stipulated to by KCPD. However, the

parties agree that upon prior approval by the King County Council, as evidenced by a motion or ordinance, KCLS shall have an option to renew this Agreement under the same terms and conditions for a period not to exceed fifteen years. To exercise this option, at least 180 days prior to the expiration or termination of this Agreement, KCLS shall notify KCPD of its intention to exercise its option and obtain the King County Council's approval as set forth above.

#### PART I - JOINT DEVELOPMENT

1. Project Design: KCLS intends to select the architectural-engineering consultants to design the library building, parking lot and other improvements to the site in accordance with the provisions outlined in the "KCLS Consultant Selection Process" attached as Exhibit C to this Agreement and incorporated herein as if fully set forth. KCLS agrees to present the Master Site Plan to the Richmond Beach Community Council and Richmond Beach Library Association for comment and concurrence. In addition, a formal presentation of the entire project will be made in the Design Development Phase for approval by the KCPD Manager. KCPD agrees to return any written comments within fifteen days of the presentation so as to avoid project delays. Any revisions to the plans that are required by King County's Building and Land Development Division or by KCLS Board of Trustees will be reviewed with the KCPD representative. Final approval of the placement of the library building, parking lot or other KCLS improvements constructed and/or installed within the Park shall rest with the KCPD Manager. Final approval shall not be unreasonably withheld. Final approval of the library building's design shall rest with the KCLS Board of Trustees. The designated representative(s) of KCPD will be notified no fewer than five (5) days in advance of all Richmond Beach Library Building Committee meetings.

Major criteria for the Master Site Plan review include:

- A. Retain view corridors from the site and from nearby residences, as much as possible.
- B. Landscape design for the library building and parking area must be consistent with the rest of the Park and tend to integrate the library with the Park.
- C. Building quality should be similar to other KCLS Community Libraries. The building will include a meeting

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room and public restrooms in conformance with County standards.

D. The library building and parking area shall not exceed 1 acre.

E. Pedestrian walkways and benches will be provided along the west side of the upper area of the Park providing unobstructed views from the Park.

2. Project Construction: Supervision and Compliance: KCLS shall perform duties of the "Owner" as defined in the Contract Documents and Specifications.

Progress Reports: KCLS shall make periodic reports to the KCPD designated representative(s) on the progress of the construction of the project. The KCPD designated representative(s) shall be apprised of all regularly scheduled site meetings relating to project construction and shall be entitled to attend all site meetings, whether regularly scheduled or not.

Review: KCPD must review and approve the library building's amenities and landscaping in advance of construction bidding and such approval shall not be unreasonably withheld. KCPD will make every reasonable effort to meet the KCLS schedule for reviews so as to not delay the progress of the project.

Permits: Construction will begin only if and when all applicable permits are issued.

Other: KCLS will assume responsibility for the moving, replacement and/or restoration of the irrigation system currently in use for the Community Club plantings should this become necessary due to construction. KCLS will assume responsibility for replacement and/or restoration of the retaining wall located on the eastside of the Park should this become necessary due to construction.

3. Project Financing: KCLS shall pay for and manage all site development costs including construction of the library building and parking lot, landscaping, utilities installation, paths and other amenities related to the site development area.

KCLS may terminate this Agreement in whole or in part if expected or actual KCLS funding is withdrawn, reduced or limited in any way prior to construction.

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PART II - JOINT AND COOPERATIVE USE

1. Priorities for Use of the Facility: As part of mitigation for use of Park property, KCLS will do the following:

KCLS will guarantee public access to the library building. The library building will include an indoor meeting space that accommodates 25 to 30 people and which will be available for scheduled use by the public and by KCPD operated workshops and classes. The meeting space shall be designed in such a manner as to provide access independent of the library portion of the building. KCPD may use this or any other meeting room at a KCLS library facility for KCPD fee-supported programs. KCLS staff will be responsible for scheduling the space for public use in strict accordance with established policies and guidelines of KCLS (Attachment "B", "Policies for use of Library Meeting Rooms").

If KCLS wishes to use any portion of the Park for a library activity, such use must be requested in advance using the established reservation procedure of KCPD. KCPD will notify KCLS of all scheduled events in the Park that may adversely affect library parking.

2. Maintenance and Operating Costs: KCLS will be responsible for all maintenance repairs and upkeep of the library building, and parking lot and other improvements constructed and/or installed by KCLS which are intended primarily to serve library patrons.

KCLS will provide a one (1) year warranty on new and restored landscaping which KCLS has caused to be installed in the Park as part of this project.

3. Alterations and Improvements: KCLS must obtain written approval from KCPD prior to making any alterations or improvements to the library building or parking lot and such approval shall not be unreasonable withheld.
4. Representative: KCLS and KCPD shall each appoint an authorized representative to oversee the administration of Part II of this Agreement ("Joint and Cooperative Use").
5. KCLS accepts the property in its present condition.

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6. KCPD agrees to grant all necessary and convenient easements for utilities, easements for ingress/egress, easements for construction purposes and installation of storm water detention system. KCPD also agrees to permit KCLS to perform work in the Park area surrounding the site in order to control sediment and to facilitate construction. KCLS agrees to restore any disturbed or damaged areas resulting directly from the construction project.

#### PART III - GENERAL TERMS AND CONDITIONS

1. Term: The term of this Agreement shall be for a period of thirty-five (35) years from the date the notice to proceed with the library construction is issued.
2. Ownership of the Facility: The buildings and personal property comprising those portions of the library facility located in the Park shall be solely owned by KCLS and shall not become a part of the real property but subject to use by KCPD and KCLS as provided herein. KCLS retains the right to make rules, regulations and requirements relating to the management of any and all of the premises occupied by and used by KCLS. KCPD will be notified of all rules changes related to the public meeting room and parking area prior to implementation unless an emergency condition warrants more immediate action on the part of KCLS. However, the right of KCLS to make any changes in its rules, regulations or requirements relating to the management of its premises shall not abridge any rights of KCPD to the joint use of this site or the use of any other library facility as enumerated in this Agreement and King County Council Substitute Motion 7885.
3. Dispute Resolution: If either party hereto has a dispute concerning the performance of this Agreement, that party will notify the other in writing and both agree to meet within ten (10) days of such notification to resolve the dispute. The Director or other designee of KCLS will represent KCLS and the Park's Manager or other designee of KCPD will represent KCPD.
4. Corrective Action: If either party to this Agreement believes that a breach of this Agreement has occurred or that one party has failed to comply with any of the terms or conditions herein or has failed to provide in any manner the work/services agreed to herein and is not satisfied with the result of the dispute resolution procedure (Part III, #3), the parties agree to engage the



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following sequential procedure prior to resorting to litigation.

The aggrieved party will notify the other party in writing of the nature of the breach.

The other party shall respond in writing within fifteen (15) working days of its receipt of such notification which response shall indicate the steps being taken to correct the specified deficiencies and the proposed completion date for bringing the Agreement into compliance which date shall not be more than twenty (20) working days from the date of the other party's response.

Within 20 days, the aggrieved party will notify the other party in writing of the aggrieved party's determination as to the sufficiency of the other party's corrective action plan. The determination of the sufficiency of the other party's corrective action plan shall be at the sole discretion of the aggrieved party.

In the event that the other party does not respond within the appropriate time with a corrective action plan or the other party's corrective action plan is determined by the aggrieved party to be insufficient, the aggrieved party may commence termination of this Agreement in whole or in part or initiate litigation to preserve its rights under this Agreement.

5. Notices: All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by US Mail, addressed as set forth below.

All notices to be given to KCPD shall be addressed as follows:

King County Department of Parks, Planning  
and Resources  
ATTN: Barbara Wright  
2040 - 84th Avenue S.E.  
Mercer Island, WA 98040

(206)296-4232

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All notices to be given to KCLS shall be addressed as follows:

King County Library System  
Attn: Kay Johnson  
300 Eighth Avenue North  
Seattle, WA 98109

(206) 684-6683

Either party hereto may by proper notice to the other designate such other address for the giving of notices as deemed necessary. All notices shall be deemed given on the day such notice is personally served or on the third day following the date such notice is mailed in accordance with this section.

6. Nondiscrimination:

- A. During the performance of this Agreement, neither KCLS nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of service or any other benefits under this Agreement.

KCLS shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 of the Revised Code of Washington, and Titles VI and VII of the Civil Rights Act of 1964.

- B. If KCLS fails to comply with the King County Code Chapter 12.16, such failure shall be deemed a violation of that Chapter and material breach of this Agreement. Such breach shall be grounds for cancellation, termination or suspension of this Agreement, in whole or in part.
- C. During the performance of this Agreement, neither KCLS nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. It is an unfair employment practice for any:

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- (1) employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
- (2) employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
- (3) employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
- (4) employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
- (5) employer, employment agency or a labor organization to retaliate against any person because the person has opposed any practice forbidden by this chapter or because the person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of the King County Code, Chapter 12.18;
- (6) publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of King County Code, Chapter 12.18.030 C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
- (7) employer to prohibit any person from speaking in a language other than English in the workplace unless:

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- (a) the employer can show that requiring that employees speak English at certain times is justified by business necessity, and
- (b) the employer informs employees for the requirement and the consequences of violating the rule.

If KCLS fails to comply with King County Code, Chapter 12.18, KCLS shall be subject to the procedures and penalties set forth therein.

- D. Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with King County must comply with Section 504 accessibility. Attached is 504 Self Evaluation and Corrective Action Plan for King County Contractors.

The notarized Assurance of Compliance, including Attachment 1, must be returned to the contracting County department before this Agreement will be signed by the County.

- 7. Assignment: KCLS shall not assign and sublet usage, priority or concession rights without prior written approval by KCPD.
- 8. Hold Harmless: KCLS shall indemnify and hold King County, its elected and appointed officials and employees, harmless: (a) from and against all claims, demands, and causes of action including all costs, consultant fees, and attorneys' fees for the defense thereof, arising out of bodily injury to persons or damaged property in favor of KCLS's employees, subcontractors, suppliers, separate contractors or third parties in connection with KCLS's performance of this contract, except when such bodily injury to persons or damage to property is solely and entirely the fault of King County, or except when said injury or damages result from the concurrent negligence of King County and KCLS, in which case, KCLS shall protect and save King County harmless to the extent of KCLS's negligence; and (b) from and against any and all other claims, demands, causes of action of any kind whatsoever, including all costs, and consultants' fees and attorneys' fees for defense thereof, in favor of KCLS's employees, subcontractors,

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suppliers, separate contractors or other third parties arising in whole or in part out of any act or omission in connection with its performance of this contract except when such claims, demands, or causes of action are solely and entirely the fault of King County and its above-named officials.

9. Insurance: Either KCLS shall procure and maintain in force throughout the duration of this Agreement, a combined single limit personal injury and property damage liability policy of not less than \$1,000,000.00 per occurrence. Coverage shall be at least as broad as Insurance Services Office Form No. GL0002 (Ed. 1-73) covering comprehensive general liability, and Insurance Services Office Form No. GL0404 (Ed. 5-81) covering broad form comprehensive general liability; or Insurance Services Office Commercial General Liability Coverage ("occurrence") CG0001 (Ed. 11-85). Said policy shall name King County as an additional insured and state that it is primary over any insurance carried by the King County. In the event of non-renewal, cancellation, or material change in the coverage provided, thirty (30) days written notice will be furnished to King County prior to the date of non-renewal, cancellation, or change. King County reserves the right to demand certificates of insurance and endorsements for each insurance policy required pursuant to this Agreement. Or if KCLS is a municipal corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be provided to KCPD and shall constitute compliance with this section.
10. Recycled Product Procurement Policy: KCLS shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, KCLS shall notify KCPD, which may waive the recycled paper requirement.

KCLS agrees to use both sides of paper sheets for copying and printing, and to use recycled/recyclable products wherever practical.

11. Severability: If any term or provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or persons or circumstances other than

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those as to which it is held invalid or unenforceable, will not be affected and will continue in full force.

- 12. Performance of Terms: Failure of either party to this Agreement to insist on strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the right of either party thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.
- 13. Termination: If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the covenants, agreements, or stipulations of the Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement. However, the parties agree to abide by dispute resolution and corrective actions provisions contained herein before commencing termination of this Agreement.
- 14. Captions: The captions in this Agreement are provided for the convenience of the parties and have no effect on the construction or interpretation of any part hereof.
- 15. Integration Clause: This Agreement contains the entire agreement between KCPD and KCLS and there are no promises, conditions, terms, obligations, statements or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by both parties. This Agreement made and entered into effective the day and year first above written.

COUNTY OF KING  
STATE OF WASHINGTON

KING COUNTY RURAL LIBRARY  
DISTRICT, doing business as  
KING COUNTY LIBRARY SYSTEM

By: \_\_\_\_\_  
TIM HILL  
King County  
Executive  
Date \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM H. PTACEK,  
Director  
Date \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
PETER HIATT  
President, KCLS  
Board of Trustees  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Date \_\_\_\_\_  
Deputy Prosecuting Attorney

Exhibit B  
KING COUNTY LIBRARY SYSTEM

and

SEATTLE PUBLIC LIBRARY

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Library Meeting Rooms Use

*It is the policy of the Library Boards to provide meeting rooms in the various libraries for the community as a free public service for non-commercial purposes, giving preference to library-sponsored programs. All meetings must be open to the public at no charge; meetings must not be restricted to any particular group.*

*While using the meeting rooms, no admission may be charged; no dues, fees, or contributions may be solicited, collected, or accepted; no products, services, or memberships may be advertised, solicited or sold.*

*Groups using library meeting rooms must avoid advertising and publicity which imply that their programs are sponsored, co-sponsored or approved by the library, unless written permission to do so has been previously given by the librarian.*

*Library meeting room use will not be denied to any person or organization because of race, creed or color.*

*Library meeting rooms may not be used by any organization for religious worship, religious exercise or instruction, or for the support of any religious establishment.*

*The Board delegates to the chief administrative officer or his/her designee the authority to develop and implement procedures and practices which carry out the provisions of this policy. Exceptions to this policy may be granted only by the Library Board.*

*If permission for use of the meeting room is denied, the applicant may appeal to the chief administrative officer of the library; if the officer further denies permission and the applicant is dissatisfied with the reasons offered, an appeal may be made to the library board.*

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Exhibit A

LEGAL DESCRIPTION FOR RICHMOND BEACH CENTER PARK

Lots 3 and 4, Block 18, Lots 1 through 17, Block 17, together with vacated alley therein, together with vacated portion of Northwest 196th Street that would attach by operation of law. Lots 1 and 2, Block 21, together with that portion of Northwest 196th Street that would attach by operation of law, except that portion of Lots 1 and 2, Block 21, deeded to King County for road by deed under Auditor's File No. 2980174.

All in Richmond Beach Supplemental, according to the plat recorded in volume 11 of Plats, page 61, in King County, Washington.

Subject to Reservations, Restrictions and Easements of record.



King County Library System  
Meeting Room Regulations  
February 13, 1987

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In addition to the King County Library System Meeting Rooms Use Policy, the use of meeting rooms is subject to the following guidelines and rules:

1. Reservations are made individually at community libraries.
2. Reservations for meeting room space are on a first-come, first-served basis.
3. Reservations are made no more than three months in advance. No group may consider the library its permanent meeting place nor use the library as its mailing address.
4. The Librarian and/or designated staff members have the authority to accept, renew, or reject requests for use of the room under the established policy. To promote the accessibility of the meeting rooms to a wide variety of community groups, the library may limit meetings for any particular organization.
5. For libraries which have meeting rooms that are not secure from the rest of the library, meetings should conform to the scheduled operating hours of the library. Exceptions need to be specifically approved by the Community Library Head or his/her supervisor. The main library is not to be used after regular hours except for restrooms.
6. If permission has been obtained to use the room outside of regular library hours, arrangements must be made in advance for closing and securing the meeting room and library building. The user is responsible for turning off the lights, locking doors, and properly returning the key.
7. The applicant is responsible for discipline and reasonable care of the room. The applicant will be held responsible for any damage, and the condition of the room after its use, e.g., chairs stacked, utensils washed, kitchenette cleaned.
8. There shall be no interference with the use of the library by its patrons, e.g., noise, overcrowding of library or parking lot.
9. Groups expecting large attendance should request members to park so that sufficient and convenient parking will be available to library patrons.
10. Attendance must not exceed the posted capacity of the meeting room.
11. Smoking is not permitted in any library meeting room.
12. The library will not provide storage for any group. Exceptions may be made for library-sponsored groups on approval of the Community Library Head or his/her supervisor.
13. It is the responsibility of the applicant to provide necessary equipment if it is not available at the community library. Coffeemakers and other small appliances may be supplied by the applicant.
14. Refreshments may be served, provided proper care is given to clean-up after the meeting. Meals may not be served. Alcoholic beverages may not be served or consumed on library property.
15. The librarian may ask that meetings of youth groups have an adult in attendance.
16. Notify the librarian if a meeting must be cancelled.
17. Failure to comply with the KCLS Meeting Rooms Use Policy and Guidelines and Rules will result in withdrawal of meeting room use privileges.
18. Library buildings which are owned jointly by KCLS and another authority may have additional guidelines.

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Exhibit C

KCLS CONSULTANT SELECTION PROCESS

A panel of 9 persons will select the architectural-engineering consultants for the Richmond Beach Project:

William Ptacek, Director for King County Library System  
Kay Johnson, Deputy Librarian Facilities Development  
a member of the Richmond Beach Library Association  
3 members of the Richmond Beach Community Council  
a member of the King County Library System Board  
a representative of the King County Parks Department  
a member of the Friends of Richmond Beach Park

Consultant Qualifications will be solicited via public advertisement in the Daily Journal of Commerce and in local architectural publications in conformance with Washington State Law, Chapter 39.80.

Facilities Development Division staff will review and screen for qualified firms (those that meet the published criteria). Further screening is done based on reference and examples of previous projects that approximate the scope and complexity of the Richmond Beach project. A field of 3 teams will be identified for interviews with the above-referenced panel.

These presentations will include conceptual ideas for the Richmond Beach Library.

A rating and evaluation form will be used to establish the ranking of the 3 finalists with additional comments and recommendations by the panel.

Facilities Development Division staff will call references and if positive, will negotiate a contract for services with the successful applicant.