

SNO-ISLE LIBRARIES

Professional Services Agreement Between Sno-Isle Libraries and _____ (“Contractor”)

1. Parties

- 1.1. This Services Agreement ("Agreement") is entered into on the last date set forth below between Sno-Isle Libraries and _____ ("Contractor").

2. Services

- 2.1. The Contractor shall perform the services described in the *Sno-Isle Libraries Request for Proposal (RFP) for Facility Condition Assessment for Sno-Isle Libraries Buildings* and by this reference is incorporated herein (Exhibit A).
- 2.1.1 Exhibit B contains the General Terms and Conditions governing work to be performed under this Agreement, the nature of the working relationship between Sno-Isle Libraries and the Contractor, and specific obligation of both parties.
- 2.1.2 Exhibit C includes the RFP Facility Condition Assessment for Sno-Isle Libraries Buildings No. 2022.10.12, including related Addendums as references.
- 2.2. Modification – Sno-Isle Libraries periodically may make changes to the services that are within the general scope of this Agreement, by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Exhibit A, the Contractor's compensation hereunder shall be modified accordingly.

3. Term and Termination of Agreement

- 3.1. The terms of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of work performed, but in any event, no later than Month Date, Year. This Agreement may be extended for additional periods of time up to 2 additional years, upon the mutual written agreement of Sno-Isle Libraries and the Contractor.
- 3.2. Termination – Each party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) calendar days written notice. Sno-Isle Libraries may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 5; and such may result in ineligibility for further Sno-Isle Libraries' Agreements. In the event of a termination, Sno-Isle Libraries shall compensate Contractor for all Services performed up to the date of termination, including all reimbursable expenses, and costs of termination, including the costs of terminating any subcontractor agreements.

SNO-ISLE LIBRARIES

4. Compensation

- 4.1. Sno-Isle Libraries shall pay a Contractor rate as provided in Contractor's fee schedule for services attached hereto as Exhibit D.
- 4.2. The Contractor will invoice, and Sno-Isle Libraries will pay the Contractor for services performed as set forth Section 2, including related exhibits and any addenda.
- 4.3. Sno-Isle Libraries shall pay all invoices from the Contractor by mailing a Sno-Isle Libraries' check within 30 days of receipt of an invoice after approval of the Contractor's completed tasks/deliverables to the date of the invoice.
- 4.4. If during the course of the contract, the work performed does not meet the requirements set forth in the contract, the Contractor shall correct or modify the work to comply with the contract requirements and Sno-Isle Libraries shall notify the Contractor and may reasonably withhold payment for such work until it meets the requirements of the contract.

5. Discrimination and Compliance with Laws

- 5.1. The Contractor shall use their professional judgment in complying with all current federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- 5.2. The Contractor agrees not to discriminate against any employee, sub-contractor, or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, local law, or ordinance, except for a bona fide occupational disqualification.
- 5.3. Violation of this Section 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of this Agreement by Sno-Isle Libraries, in whole or in part, and may result in the Contractor being ineligible for further work for Sno-Isle Libraries.

6. Copyrights & Licenses

- 6.1. Each party has copyright owner's permission before transmitting data or documents between the parties.
- 6.2. The Contractor shall be deemed the author and owner of their documents, including the drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.3. The Contractor grants to Sno-Isle Libraries a nonexclusive license to use the Contractor's documents solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the project in this Agreement, provided that Sno-Isle Libraries substantially performs its obligations under this Agreement, including prompt payment of all sums when due. The license granted under this section permits Sno-Isle Libraries to authorize Contractors, subcontractors, sub-subcontractors, and suppliers, as well as Sno-Isle Libraries' Contractors and separate contractors, to reproduce applicable portions of the Contractor's documents for use in performing services or construction for the project in this Agreement.

SNO-ISLE LIBRARIES

- 6.4 Except for the licenses granted in this Section 6, no other license or right shall be deemed granted or implied under this Agreement. Sno-Isle Libraries shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Contractor's documents shall be at Sno-Isle Libraries' sole risk and without liability to the Contractor.

7. Sno-Isle Libraries Responsibilities

- 7.1 Unless otherwise provided for in this Agreement, Sno-Isle Libraries shall provide information in a timely manner regarding the requirements and limitations of the project as appropriate. Sno-Isle Libraries shall provide a budgeted cost or not-to-exceed (NTE) amount for each specific phase of the project, once estimable or identifiable. Any adjustments to the budget cost shall be confirmed in writing by both parties.
- 7.2 Sno-Isle Libraries shall coordinate and manage any of its Contractors or subcontractors with respect to this Agreement or related project.
- 7.3 Sno-Isle Libraries shall provide prompt written notice to the Contractor if any concerns, errors, omissions, or issues arise as related to this Agreement.
- 7.4 Sno-Isle Libraries shall also provide documents pertaining to this Agreement to the Contractors whenever possible.

8. General Administration and Management

- 8.1. The Assistant Director of Capital Strategy and Planning or his/her designee shall be the Sno-Isle Libraries' representative, and shall oversee and approve all services performed, coordinate all communications, and review and approve all invoices under this Agreement.
- 8.2. Subcontractors – The Contractor shall, in all its subcontract agreements, ensure that all subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Sno-Isle Libraries, in strict accordance with all terms and conditions of this Agreement documents. Nothing contained herein, however, shall be interpreted as creating a contractual relationship between Sno-Isle Libraries and any subcontractor. The Contractor shall be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any work under this Agreement with the Contractor.
- 8.3 The parties shall agree upon protocols governing the use and transmission of digital data and establish the protocols for the development, use, transmission and exchange of digital data.

9. Indemnification and Hold Harmless

- 9.1. The Contractor shall protect, indemnify, and save harmless Sno-Isle Libraries, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, to the extent arising out of the negligent acts or omissions of the Contractor.

SNO-ISLE LIBRARIES

- 9.2. Sno-Isle Libraries shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Sno- Isle Libraries.
- 9.3. The Contractor will indemnify, and hold Sno-Isle Libraries (and its officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent the Contractor's, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in providing the right to indemnification) to the extent arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under this Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary rights in the results.

10. Insurance: Risk of Loss

- 10.1. The Contractor shall provide proof of general commercial liability insurance as set forth in the General Terms and Conditions (Exhibit B) and shall keep such insurance in force during duration of this Agreement. The Contractor shall submit to Sno-Isle Libraries within ten (10) days of this Agreement's effective date, a certificate of insurance which outlines the coverage and limits defined in the Industrial Insurance Coverage section. The Contractor shall submit renewal certificates as appropriate during the term of this Agreement.

11. Independent Contractor

- 11.1. Nature of Relationship -The Contractor shall be and act as an independent contractor (and not as the employee, agent, or representative of Sno-Isle Libraries) in the performance of the services for Sno-Isle Libraries.
- 11.2. The Contractor Responsible for Taxes and Records - The Contractor will be solely responsible for all tax returns, records, and payment required to be filed with or made to any federal, state, or local tax authority with respect to the Contractor's performance of the services and receipt of fees under this Agreement.

12. Future Support

- 12.1. Sno-Isle Libraries makes no commitment and assumes no obligation for the support of the Contractor's activities except as set forth in this Agreement.

13. General Provisions

- 13.1. Governing Law – The Agreement will be governed by the laws of the State of Washington. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Snohomish County, Washington, with respect to any dispute arising out of or in connection with this Agreement and agrees not to commence or prosecute any action or

SNO-ISLE LIBRARIES

proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

- 13.2. Severability – If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provision(s) will continue in full force without being impaired or invalidated in any way. Sno-Isle Libraries and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 13.3. Non-waiver – Any failure by Sno-Isle Libraries to enforce strict performance of any provision of this Agreement will not constitute a waiver of Sno-Isle Libraries' right to subsequently enforce such provision or any other provision of this Agreement.
- 13.4. No Assignment – Neither this Agreement nor any of the rights or obligations of the Contractor arising under this Agreement may be assigned, without Sno-Isle Libraries' prior written consent. Subject to the forgoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their successors and assigns.
- 13.5. Logos and Trade Names – The Contractor will not use any trade name, trademark, service mark, or logo of Sno-Isle Libraries (or any name, mark, or logo confusingly similar thereto) in any advertisement, promotions, or otherwise, without the express prior written consent of Sno-Isle Libraries.
- 13.6. Notices – All notices and other communications under this Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this Agreement.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

Contractor

Sno-Isle Libraries

Name of Contractor, Title

Date

Lois Langer Thompson, Executive Director

Date

EXHIBIT B**GENERAL TERMS AND CONDITIONS**

CONSULTANT AGREES TO THE FOLLOWING TERMS AND CONDITIONS IN ACCORDANCE WITH, BUT NOT LIMITED TO, THE INVITATION FOR BID, REQUEST FOR QUOTATION, SCOPE OF WORK, PUBLISHED POLICIES OF SNO-ISLE LIBRARIES AND THE LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

ADVANCE PAYMENTS PROHIBITED – No payments in advance of, or in anticipation of, goods or services performed shall be made by Sno-Isle Libraries.

AMENDMENTS – This Agreement may be amended by mutual consent of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 – The Consultant must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT – Neither this Agreement, nor shall any claim arising under this Agreement, be transferred, or assigned by the Consultant without prior written consent of Sno-Isle Libraries.

ATTORNEYS' FEES – In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

CHANGES – No alterations in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Sno-Isle Libraries' Contract Manager or designated representative.

CONFIDENTIALITY/ SAFEGUARDING OF INFORMATION – The Consultant shall not use or disclose any information concerning Sno-Isle Libraries, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of Sno-Isle Libraries, or as may be required by law. The Consultant understands that Sno-Isle Libraries, as a public agency, is subject to the Public Records Act. Any disclosure by Sno-Isle Libraries of Confidential Information in response to a valid order by a government agency, or otherwise required by applicable law, shall not be considered a breach of this Agreement.

COPYRIGHT PROVISIONS – Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Sno-Isle Libraries. Sno-Isle Libraries shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Consultant hereby irrevocably assigns all right, title, and interest in Materials, including all Intellectual property rights, to Sno-Isle Libraries effective from the moment of creation of such Materials.

DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSIONS – The Consultant is required to certify that neither they or their principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transactions by any Federal department or agency.

SNO-ISLE LIBRARIES

DISPUTES – Except as otherwise provided in this Agreement, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing.

1. The request for a dispute hearing must:
 - a) Be in writing;
 - b) State the disputed issue(s);
 - c) State the relative positions of the Parties;
 - d) State the Consultant's name, address, and contract number; and
 - e) Be mailed to the other party's (respondent's) contract manager within 3 business days after the Parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to the requester within five (5) business days.
3. The Parties agree that this dispute process shall precede any action in a Judicial or quasi-Judicial tribunal.

Nothing in this Agreement shall be construed to limit the Parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

FORCE MAJEURE – Notwithstanding any other provisions of this Agreement, in the event that the performance of any obligation under this Agreement by a Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction or regulation, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, blackouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Party of such force majeure condition. The terms of this clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after the force majeure condition ceases to exist.

GOVERNING LAW – This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

HANDLING – No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers, or reels, unless otherwise stated herein.

INDEPENDENT CAPACITY OF THE CONSULTANT – The Parties intend that an independent Consultant relationship will be created by this Agreement. The Consultant and his or her employees or agents performing under this Agreement are not employees or agents of Sno-Isle Libraries. The Consultant will not hold himself/herself out as or claim to be an officer or employee of Sno-Isle Libraries or of Sno-Isle Libraries by reason hereof, nor will the Consultant make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Consultant.

INDUSTRIAL INSURANCE COVERAGE – The Consultant shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Consultant fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Sno-Isle Libraries may collect from the Consultant the full amount payable to the Industrial Insurance accident fund. Sno-Isle Libraries may deduct the amount owed by the Consultant to the accident fund from the amount payable to the Consultant by Sno-Isle

SNO-ISLE LIBRARIES

Libraries under this Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Consultant. The requirements for the insurance coverage are:

Commercial General Liability Insurance

Consultant shall procure and keep in force during the term of this Agreement, Commercial General Liability (CGL) insurance on an occurrence basis in an amount no less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premise/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Consultant performing any work under Agreement, Consultant shall provide Sno-Isle Libraries with a Certificate of Insurance evidencing the insurance required and by endorsement to the Consultant's liability policy, naming Sno-Libraries, its officer, employees, and agents as Additional Insureds.

Workers Compensation Coverage

All Consultants and subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach and justify a demand on the Performance Bond. This obligation survives final acceptance.

INSURANCE COVERAGE – In addition to the industrial insurance requirements above, the following insurance requirements are required for Contractors and any Subcontractors if funding for project includes any Washington State or Federal grant funds.

Fidelity Insurance

Every officer, director, employee, or agent who is authorized to act on the behalf of the Contractor for the purpose of receiving or depositing funds into accounts or issuing financial documents, checks or other instruments of payment for project costs shall be insured to provide protection against loss pursuant to this Agreement. The amount shall be \$2,000,000 or the highest planned reimbursement for the project period, whichever is lower. Fidelity insurance secured should name the State or Federal entity contributing funds to the project as the beneficiary.

Contractors or Subcontractor(s) that receive \$10,000 or more per year of State or Federal project funds shall secure fidelity insurance as listed above. Fidelity insurance secured by the Contractor or Subcontractor(s) pursuant to this paragraph shall name the Library District and the Library District's fiscal agent as beneficiary.

Automobile Insurance

In the event the project is funded by State or Federal funds and involves the use of vehicles owned or operated by the Contractor or Subcontractor(s), automobile insurance is required for the minimum amount of \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

LICENSING, ACCREDITATION AND REGISTRATION – The Consultant shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

LIENS, CLAIMS AND ENCUMBRANCES – Consultant warrants and represents that all goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

SNO-ISLE LIBRARIES

LIMITATION OF AUTHORITY – Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS – In the event of the Consultant's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further contracts with Sno-Isle Libraries. The Consultant shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION & AFFIRMATIVE ACTION – During the performance of this Agreement, the Consultant shall comply with all federal and state nondiscrimination laws, regulations and policies. The Consultant agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services. It is further understood that any Consultant who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from Sno-Isle Libraries unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.

OVERPAYMENTS AND ASSERTION OF LIEN – In the event that Sno-Isle Libraries establishes overpayments or erroneous payments made to the Consultant under this Agreement, Sno-Isle Libraries may secure repayment, plus interest, if any, through the filing of a lien against the Consultant's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to Sno-Isle Libraries or by doing both.

PREVAILING WAGES – Pursuant to RCW Chapter 39.12 and WAC 296-127, the Consultant shall pay not less than the prevailing rate determined by the State of Washington. The Consultant shall pay the wage rates in effect at the date of contract execution. See Snohomish and Island County rates at <https://fortress.wa.gov/lnl/wagelookup/prvwagelookup.aspx>. A copy of such prevailing rates and per diem wages shall be posted by the Consultant at the work site or local office. Sno-Isle Libraries will provide a hardcopy of applicable prevailing rate of wages upon request. The Director of the Washington State Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

PRIVACY – Personal information shall not be collected, used, or acquired in connection with this contract. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Consultant agrees to indemnify and hold harmless Sno-Isle Libraries for any damages related to the Consultant's unauthorized use of personal information.

PROHIBITION ON LOBBYING – As required by Section 1352, Title 31 of United States Code, if the Consultant is a recipient of federal grant funding, you may not use these funds to influence or attempt to influence an officer, employee of a federal agency, a member of Congress, an officer/employee of Congress. Any such use of funds must be disclosed to Sno-Isle Libraries immediately.

SNO-ISLE LIBRARIES

PUBLICITY – The Consultant agrees to submit to Sno-Isle Libraries all advertising and publicity matters relating to this Agreement wherein Sno-Isle Libraries' name is mentioned, or language used from which the connection of Sno-Isle Libraries' name may, in Sno-Isle Libraries' Judgment, be inferred or implied. The Consultant agrees not to publish or use such advertising and publicity matters without the prior written consent of Sno-Isle Libraries.

RECORDS MAINTENANCE – The Consultant shall maintain books, records, documents, data, and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Consultant shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by Sno-Isle Libraries, personnel duly authorized by Sno-Isle Libraries, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or Agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE – The Consultant shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract as appropriate.

RISK OF LOSS – Regardless of FOB point, the Consultant agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release the Consultant from any obligation hereunder.

SAFEGUARDING OF INFORMATION – The Consultant shall not use or disclose Personal Information in any manner that would constitute a violation of deferral law, the Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

SEVERABILITY – The provisions of this Agreement are intended to be severable. If any term or provision is illegal or Invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY – While on Sno-Isle Libraries premises, Consultant, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING – The Consultant shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of Sno-Isle Libraries. In no event shall the existence of the subcontract operate to release or reduce the liability of the Consultant to Sno-Isle Libraries for any breach in the performance of the Consultant's duties. This clause does not include contracts of employment between the Consultant and personnel assigned to work under this Agreement.

Additionally, the Consultant is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Agreement are carried forward to any subcontracts. Consultant and its subcontractors agree

SNO-ISLE LIBRARIES

not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES -All payments accrued on account of payroll taxes, unemployment contributions, State of Washington sales or use tax, any other taxes, Insurance or other expenses for the Consultant or its staff shall be the sole responsibility of the Consultant.

TERMINATION FOR CAUSE –In the event Sno-Isle Libraries determines the Consultant has failed to comply with the conditions of this Agreement in a timely manner, Sno-Isle Libraries has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, Sno-Isle Libraries shall notify the Consultant in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Agreement may be terminated or suspended. In the event of termination or suspension, the Consultant shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of the competitive Bidding, mailing, advertising, and staff time. Sno-Isle Libraries reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Consultant from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Consultant or a decision by Sno-Isle Libraries to terminate the Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Consultant: (1) was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of Sno-Isle Libraries provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law. In the event the Consultant determine that Sno-Isle Libraries has failed to comply with the condition of this Agreement in a timely manner, the Consultant has the right to suspend or terminate this contract. Before suspending or terminating the Agreement, The Consultant shall notify Sno-Isle Libraries in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Agreement may be terminated or suspended.

TERMINATION FOR CONVENIENCE – Except as otherwise provided in this Agreement, Sno-Isle Libraries or the Consultant may, by thirty (30) calendar days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part if this Agreement is so terminated, Sno-Isle Libraries shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES – Upon termination of this Agreement, Sno-Isle Libraries, in addition to any other rights provided in this Agreement, may require the Consultant to deliver to Sno-Isle Libraries any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

Sno-Isle Libraries shall pay to the Consultant the agreed upon price, if separately stated, for completed work and services accepted by Sno-Isle Libraries, and the amount agreed upon by the Consultant and Sno-Isle Libraries for (i) completed work and services for which no separate price is slated, (ii) partially completed work and services, (iii) other property or services which are accepted by Sno-Isle Libraries, and (iv) the protection and preservation of property, unless the termination is for default, in which case if the Parties cannot agree on the amount, such determination shall be a dispute within the meaning of the "Disputes" clause of this Agreement. Sno-Isle Libraries may withhold from any amounts due the Consultant such sum as determined to be necessary to protect Sno-Isle Libraries against potential loss or liability.

SNO-ISLE LIBRARIES

The rights and remedies of Sno-Isle Libraries provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, the Consultant shall:

1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
3. Assign to Sno-Isle Libraries, in the manner, at the time, all of the rights, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case Sno-Isle Libraries has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to Sno-Isle Libraries and deliver in the manner, at the times, any property which, if the Agreement had been completed, would have been required to be furnished to Sno-Isle Libraries;
6. Complete performance of such part of the work as shall not have been terminated; and
7. Take such action as may be necessary for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which Sno-Isle Libraries has or may acquire an interest.

TRAFFICKING IN PERSONS – As set forth in 2 C.F.R. Part 175, if a Consultant or Vendor is a recipient of federal grant funding, you may not i) Engage in severe forms of trafficking in persons during the period of time that the project is in effect; ii) Procure a commercial sex act during the period of time that the project is in effect; or iii) Use forced labor in the performance for the project.

TREATMENT OF ASSETS

- A. Title to all property furnished by Sno-Isle Libraries shall remain in Sno-Isle Libraries. Title to all property furnished by the Consultant, for the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vests in Sno-Isle Libraries upon delivery of such property by the Consultant. Title to other property, the cost of which is reimbursable to the Consultant under this Agreement, shall pass to and best in Sno-Isle Libraries upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by Sno-Isle Libraries in whole or in part, whichever first occurs.
- B. Any property of Sno-Isle Libraries furnished to the Consultant shall, unless otherwise provided herein or approved by Sno-Isle Libraries, be used only for the performance of this Agreement.
- C. The Consultant shall be responsible for any loss or damage to property of Sno-Isle Libraries which results from the negligence of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer that property in accordance with sound management policies.

SNO-ISLE LIBRARIES

- D. If any Sno-Isle Libraries property is lost, destroyed, or damaged, the Consultant shall immediately notify Sno-Isle Libraries and shall take all reasonable steps to protect the property from further damage.
- E. The Consultant shall surrender to Sno-Isle Libraries all property of Sno-Isle Libraries prior to settlement upon completion, termination, or cancellation of this Agreement.
- F. All reference to the Consultant under this clause shall also include Consultant's employees, agents, or Subcontractors.

WAIVER – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by authorized representative of Sno-Isle Libraries.