























# 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.

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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.

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- 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.

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