**PROFESSIONAL SERVICES CONTRACT**

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| --- | --- |
| **Contractor Name** |  |
| **Contractor Address** |  |
| **Contractor UBI** |  |
| **Contract Title** |  |
| **Contract Number** |  |
| **Contract Services Period** |  |
| **Renewal Options** |  |
| **Not To Exceed** | **$** |

This Contract is made by and between the Sno-Isle Regional Library, (the "Library District") and.\_\_\_\_\_, (the "Contractor"), and collectively sometimes referred to as “Parties” or individually as “Party.”

The Library District now desires to retain the Contractor to provide on-call architecture and engineering services as projects arise. Discrete statements of work will be negotiated and signed by all parties before beginning work on each project.

Contents

[1. Provision of Services by the Contractor 3](#_Toc207890037)

[2. General Administration and Management of the Agreement 5](#_Toc207890038)

[3. Compensation and Method of Payment 5](#_Toc207890039)

[4. Term and Termination 6](#_Toc207890040)

[5. Minimum Insurance Required and Risk of Loss 7](#_Toc207890041)

[5.1. Required Insurance Documentation 7](#_Toc207890042)

[5.2. Minimum Scope and Limits of Insurance 7](#_Toc207890043)

[5.2.1. Commercial General Liability 8](#_Toc207890044)

[5.2.2. Automobile Liability 8](#_Toc207890045)

[5.2.3. Workers Compensation 9](#_Toc207890046)

[5.2.4. Cyber Liability 9](#_Toc207890047)

[5.2.5. Professional Liability (Errors and Omissions) 9](#_Toc207890048)

[5.2.6. Crime Insurance 9](#_Toc207890049)

[5.3. Sufficiency of Insurance 10](#_Toc207890050)

[6. Hold Harmless/Indemnification 11](#_Toc207890051)

[7. Confidentiality and Records Management 12](#_Toc207890052)

[8. Debarment and Suspension 13](#_Toc207890053)

[9. Dispute Resolution 13](#_Toc207890054)

[10. Assignment/Subcontracting 13](#_Toc207890055)

[11. Property Rights 14](#_Toc207890056)

[12. Nondiscrimination 15](#_Toc207890057)

[13. Code of Conduct 16](#_Toc207890058)

[14. Conflict of Interest 16](#_Toc207890059)

[15. Applicable Law and Jurisdiction 17](#_Toc207890060)

[16. No Third-Party Beneficiaries 17](#_Toc207890061)

[17. Force Majeure 17](#_Toc207890062)

[18. Attorney’s Fees and Costs 18](#_Toc207890063)

**STANDARD TERMS AND CONDITIONS**

In consideration of payments, covenants, and agreements herein, to be made and performed by the Parties hereto, the Parties mutually agree as follows:

1. Provision of Services by the Contractor
	1. Entire Agreement
		1. This Agreement, including any exhibits or attachments appended or incorporated by reference herein, is the complete and exclusive expression of the Agreement between the Parties and shall bind their successors and assigns.
		2. Any modification of this Agreement shall be in writing and in accordance with the terms of this Agreement. Failure to comply with any provision of this Agreement shall constitute a material breach of contract and be cause for termination.
		3. The Parties recognize time is of the essence in the performance of this Agreement. The forgiveness or waiver of the nonperformance of any provision of this Agreement does not constitute a waiver of any subsequent nonperformance by a Party.
		4. The Contractor shall perform the professional services as described in the following contract documents either attached to this Agreement or incorporated by reference into the Agreement; in the event of an inconsistency in the contract documents, the inconsistency shall be resolved by giving precedence in the following order:
			1. Statement of Work and/or Purchase Order for each requested project;
			2. Standard Terms and Conditions;
			3. Contractor’s submission dated \_\_\_\_ (**Attachment A**); and
			4. Library District’s Architecture & Engineering Services Request for Qualifications released September 5, 2025 (**Attachment B**).
	2. Modifications to Agreement

Either party may request changes to this Agreement that are within the general scope of this Agreement. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Agreement. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described herein, the Contractor’s compensation and/or the contract termination date shall be modified accordingly.

* 1. Subject to Inspection, Review, or Audit

The Library District reserves the right to, or have a third party, inspect, review, or audit, the services provided in this Agreement at any time. Services provided under this Agreement shall be approved by the Library District and shall be subject to the Library District’s general rights of inspection and review to secure the satisfactory performance of the services prior to payment.

* 1. Acceptance of Work

To serve the best interests of Library District, the completion of each task, program activity, performance requirement, deliverable, milestone, and billable item (“Work”) shall be subject to acceptance by the Library District. The Library District may withhold payment if it rejects or fails to accept Contractor’s Work; payment of an invoice shall not be considered acceptance of Work.

In the event of rejection of any Work, the Contractor shall be notified and may have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the Work for full payment.

* 1. Severability

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Agreement.

* 1. Non-Waiver of Breach

The failure of the Library District to insist on strict performance of any of the covenants contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect

* 1. Independent Contractor Relationship

In the performance of the services, the Contractor is an independent contractor with the authority to control and direct the performance of the details of the services; however, the results of the services shall be approved by the Library District and shall be subject to the Library District’s general rights of inspection and review to secure the satisfactory performances of the services. Notwithstanding, the Library District may, at its sole discretion, require the Contractor to remove an employee(s), agent(s) or subcontractor(s) from providing services or otherwise being involved with the Project.

The Contractor shall have sole responsibility for all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations. Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the Library District is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the Library District harmless from those costs, including attorney’s fees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

1. General Administration and Management of the Agreement
	1. The Assistant Director of Facilities, Safety and Security or their designee shall be the Library District’s representative, and shall oversee and approve all services performed, coordinate all communications, and review and approve all invoices under this Agreement.

R.D. Burley

Assistant Director of Facilities, Safety and Security

RBurley@sno-isle.org

(360) 913-1606

* 1. The Contractor agrees that the persons designated below shall serve in the indicated capacities for all services contemplated under this Agreement; and that they shall serve in such capacity for the duration of the Agreement, and that they shall not be changed without written approval from the Library District, unless they prove to be unsatisfactory to the Library District or cease to be in the employ of the Contractor:
		1. <*Reserved for Contractor Key Staff*>
	2. Statements of Work and purchase orders shall be created for each individual project arising out of this Agreement, outlining the parameters or specific requirements as applicable to such project and should include any reimbursable expenses as appropriate.
	3. The Library District shall provide all relevant information to Contractor in a timely manner regarding the requirements and limitations of the projects assigned through this Agreement. The Library District shall provide a budgeted cost or not-to-exceed amount for each specific phase of the project once estimable or identifiable. Any adjustments to the budget or estimated costs shall be confirmed by both parties in writing.
	4. Contractor shall be responsible for the acts and omissions of all its employees, agents, and subcontractors as well as their agents and employees, and all other persons performing any work with the Contractor under this Agreement.
1. Compensation and Method of Payment
	1. Compensation

Contractor’s services shall be requested by the Library District on on-call basis as projects arise, and therefore no compensation to the Contractor is guaranteed under this Agreement.

The Library District will compensate Contractor for the provision of professional services on discrete projects according to the terms and allowable expenses detailed in each signed Statement of Work and in accordance with the attached rate schedule.

Compensation shall be made in the form of a check, which will be mailed to Contractor within thirty (30) calendar days of Library District’s acceptance of a correct and properly completed invoice.

* 1. Invoicing

Contractor shall submit invoices to the Library District representative identified in [Subsection 2.1](#SIL) above in accordance with the payment terms of each Statement of Work.

1. Term and Termination

This Agreement shall begin on the date of mutual execution and shall terminate as stated on page 1 of this Agreement unless extended or terminated earlier pursuant to the terms and conditions of this Agreement.

* + 1. Termination for Convenience

The Library District may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Contractor. Upon such termination for convenience, the Library District shall pay the Contractor for all services provided under this Agreement through the date of termination.

* + 1. Termination for Cause

If the Contractor fails to comply with any provisions of the Agreement, or otherwise fails to perform in the manner called for in this Agreement, and does not correct such nonperformance or noncompliance within five (5) business days' written notice thereof, the Library District may terminate this Agreement for cause.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default and the date of the termination. The Contractor will only be paid for those amounts authorized by Library District and satisfactorily completed prior to the termination date.

After termination, the Library District may take possession of all records and data within the Contractor’s possession pertaining to this Project, which may be used by the Library District without restriction.

* + 1. Termination or Suspension for Non-Appropriation of Funds

If expected or actual funding to the Library District is withdrawn, reduced, or limited in any way prior to the termination date set forth above, the Library District may take action as follows:

* + - 1. upon seven (7) business days advance written notice to the Contractor, terminate or suspend this Agreement in whole or in part;
			2. the Library District shall be liable only for payment to the Contractor in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension;
			3. the Library District shall be released from any obligation to provide such further services pursuant to the Agreement as are affected by such termination or suspension.
			4. if this Agreement is suspended pursuant to this Subsection, the Library District reserves the right to provide Contractor with written authorization to resume performance.
1. Minimum Insurance Required and Risk of Loss

The Contractor shall procure and maintain for the duration of the Agreement, such insurance as will protect the Contractor against claims for injuries, sickness, or death of persons, or damage to property which may arise from, or in connection with, the performance of the services by the Contractor, its agents, representatives, or employees.

This Agreement’s insurance requirements may not in any way be construed as limiting any potential liability to either Party or its potential recovery. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

* 1. Required Insurance Documentation

Contractor shall furnish the Library District with the following documentation to satisfy the insurance requirements of these Standard Terms and Conditions:

* + 1. Certificates of Insurance evidencing the minimum levels detailed in [Section 5.2, Minimum Scope and Limits of Insurance](#Ins) below; and
		2. Endorsement of Additional Insured naming Sno-Isle Regional Library, its officials, employees, and agents as an additional insured.
			1. Such endorsements shall be for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees, or subcontractors in connection with this Agreement with respect to all liability policies except Professional Liability and Workers Compensation.
			2. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. The Library District requires a copy of the additional insured endorsement(s).
	1. Minimum Scope and Limits of Insurance

Within thirty (30) calendar days of contract signature, Contractor shall procure and maintain insurance of the types and minimum levels described below:

* + 1. Commercial General Liability
			1. $1,000,000 per occurrence and $2,000,000 in the aggregate covering liability arising from premises, operations, or independent contractors for bodily injury, personal and advertising injury, and property damage.
			2. If the scope of services involves activities with minors, such policy shall include sexual assault and misconduct coverage.
			3. The Contractor’s insurance coverage shall be primary insurance with respect to the Library District. Any insurance, self-insurance, or insurance pool coverage maintained by the Library District shall be excess of the Contractor’s insurance and shall not contribute with it.
			4. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent.
			5. This policy shall contain, or be endorsed to contain, that they shall be primary insurance as respects the Library District. Any insurance, self-insurance, or self-insured pool coverage maintained by the Library District shall be excess of the Contractor’s insurance and shall not contribute with it.
			6. The Contractor shall name Sno-Isle Regional Library as an additional insured under the Contractor’s Commercial General Liability insurance policy.
		2. Automobile Liability
			1. $1,000,000 combined single limit per accident for accident, bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such vehicles along with any other statutorily required automobile coverage.
			2. Automobile liability shall cover all vehicles owned, and non-owned vehicles used by the Contractors.
			3. In the event that services delivered pursuant to this Agreement involve the transportation of other individuals by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.
			4. The Contractor’s insurance coverage shall be primary insurance with respect to the Library District. Any insurance, self-insurance, or insurance pool coverage maintained by the Library District shall be excess of the Contractor’s insurance and shall not contribute with it
		3. Workers Compensation
			1. Statutory requirements of the Industrial Insurance Act of the State of Washington.
			2. Employers Liability or “Stop Gap” coverage: $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states, the protection provided by the “Stop Gap” endorsement to the Commercial General Liability policy.
		4. Cyber Liability
			1. For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the Contractor or Library District, Contractor shall provide Cyber Liability (Technology Errors and Omissions) coverage with a limit no less than $1,000,000 per claim or occurrence and in the aggregate.
			2. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees.
			3. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.
		5. Professional Liability (Errors and Omissions)
			1. For contracts either directly or indirectly involve or require professional services, Professional Liability (Errors and Omissions) coverage shall be provided in the amount of $1,000,000 per claim and in the aggregate.
			2. “Professional Services,” for the purpose of this [Section 5.2.5.](#ProfLiability), shall mean any services provided by a licensed professional or those services that require professional standards of care
		6. Crime Insurance
			1. Contractors handling Library District funds or assets shall maintain Crime Insurance with limits to cover the maximum amount of risk at any one time; or a total of one year’s receipts or similar measure of exposure.
			2. Coverage for Fidelity, Theft, Disappearance, Destruction Liability, and Employee Dishonesty shall be included.
			3. Coverage shall include ‘Joint Loss Payable’ ISO form CR 20 15 10/10 or equivalent; and ‘Provide Required Notice of Cancellation to Another Entity’ ISO form CR 20 17 10/10.
		7. Washington State or Federal Grant-Funded Projects

In addition to the requirements above, the following insurance requirements are required for Contractor and any tier of subcontractor if funding for a project includes Washington State or Federal grant funds.

* + - 1. 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 a beneficiary.

Contractor or any tier of subcontractor that receives $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 section shall name the Library District as beneficiary.

* + - 1. Automobile Insurance

In the event that a project is funded by State or Federal funds and involves the use of vehicles owned or operated by the Contractor or any tier of subcontractor, 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.

* + 1. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention of the policies shall not apply to the Contractor’s liability to the Library District and shall be the sole responsibility of the Contractor or its subcontractor.

* 1. Sufficiency of Insurance

The insurance policies are to contain, or be endorsed to contain, the following provisions:

* + 1. The Contractor’s insurance coverage shall be primary insurance with respect to the Library District. Any insurance, self-insurance, or insurance pool coverage maintained by the Library District shall be in excess of the Contractor’s insurance and shall not contribute with it.
		2. The Contractor’s insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Library District.
		3. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the inception and expiration dates of the policy.
		4. Insurance must be placed with insurers lawfully authorized to do business in the jurisdiction in which the Project is located, and with a current A.M. Best rating of not less than A: VII.
	1. Failure on the part of the Contractor to maintain the insurance as required in these Standard Terms and Conditions shall constitute a material breach of this Agreement.
1. Hold Harmless/Indemnification
	1. Contractor’s Duty to Repay the Library District

The Contractor is financially responsible for and shall repay the Library District all indicated amounts following property damage or an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the Library District shall not be diminished or extinguished by the termination of the Agreement.

* 1. Contractor Indemnifies Library District

Contractor shall defend, indemnify and hold the Library District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and other costs arising out of or resulting from the acts, failure to act, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Library District.

The Contractor’s indemnification obligations provided herein shall include, but is not limited to, all claims against the Library District by an agent, employee, or former employee of the Contractor or any of its subcontractors.

Contractor shall also defend, indemnify and hold the Library District, its officers, officials, employees and volunteers harmless from all claims, demands, or suits arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, or inventions by the Contractor or Contractor’s agents, employees, subcontractors, or any other person for whom the Contractor may be legally liable in performance of the work under this Agreement or arising out of use in connection with the Agreement.

In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the provision of services under this Agreement; and shall pay all defense expenses, including reasonable attorney’s fees, experts fees and costs incurred by the Library District on account of such litigation or claims.

**The Contractor, by mutual negotiations, expressly waives all immunity and limitation on liability as respects the Library District, under any industrial insurance act, including Title 51 RCW ,other worker’s compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. The provisions of this section shall survive the expiration or termination of this Agreement**.

**Contractor’s Initials \_\_\_\_\_\_\_\_\_\_\_\_**

* 1. Library District indemnifies Contractor

Library District 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 Library District.

1. Confidentiality and Records Management
	1. Privacy

Contractor shall not collect, sue, or acquire personal information in connection with this Agreement. Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The Contractor shall indemnify and hold harmless Library District for any damages related to Contractor’s unauthorized use of personal information.

* 1. Safeguarding Information

The Contractor shall not use or disclose any information concerning Library District or information which may be classified as confidential except with prior written consent of the Library District or as may be required by law. The Contractor understands that the Library District, as a public agency, is subject to the Public Records Act

* 1. Records Management

The Contractor 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 Contractor 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 the Library District.

1. Debarment and Suspension

At the time of bid and contract execution, Contractor certifies that neither it nor and any subcontractors are presently debarred or suspended by any Federal department or state agency. If such status changes for Contractor or any subcontractor during the course of this Agreement, the Contractor shall notify Library District immediately upon becoming aware.

1. Dispute Resolution

Any controversy or claim arising related to this Agreement, or the breach thereof, shall be subject to dispute resolution as described below:

* 1. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
	2. Failing resolution after following the requirements of [Subsection 9.1](#DR) above, the parties shall attempt to resolve the dispute through a mutually acceptable Alternative Dispute Resolution (ADR) method initiated within thirty (30) calendar days from the date of the request unless extended by agreement of both parties.
		1. Requests for ADR shall be submitted in writing within five (5) business days after the parties agree they cannot resolve the dispute, and shall clearly state the following:
			1. The disputed issue(s);
			2. The relative positions of the parties;
			3. Contractor’s name, address; and
			4. Contract number.
		2. The responding party shall send a written response to the requester’s statement within five (5) business days.
1. Assignment/Subcontracting
	1. Assignments
		1. The Contractor shall not assign its performance of the services or any portion of this Agreement without the Library District ‘s prior written consent. The Library District reserves the right to reject, without cause, any such assignment.
		2. Any assignment shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
	2. Subcontracting
		1. Any subcontractor must have written approval of the Library District prior to performing work under this Agreement.
		2. 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 the Library District, in strict accordance with all terms and conditions of this Agreement, including all properly issued addenda, amendments, and Pos. Nothing contained herein shall be interpreted as creating a contractual relationship between the Library District and any subcontractor. The Contractor shall be responsible for the acts and omissions of all its employees and subcontractors, their agents and employees, and all other persons performing work under this Agreement.
2. Property Rights
	1. Treatment of Assets
		1. Title to all property furnished by the Library District shall remain in Library District’s possession. Title to all property furnished by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the Library District upon delivery of such property.
		2. Any property of the Library District furnished to the Contractor shall be used only for the performance of this Agreement unless otherwise provided herein or approved by the Library District.
		3. If any Library District property is lost, destroyed, or damaged, the Contractor shall immediately notify the Library District and shall take all reasonable steps to protect the property from further damage.
		4. Contractor shall be responsible for any loss or damage to Library District property which results from the negligence of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management policies and practices. In case of such damage, [Section 6.1, Duty to Repay Library District](#Repay) will apply.
		5. The Contractor shall surrender to the Library District all Library District property upon completion, termination, or cancellation of this Agreement.
	2. Publicity, Logos, and Trade Names

Contractor shall not use for purposes outside of the scope of this Agreement any trade name, trademark, service mark, or logo of Library District in any advertisement, promotions, or otherwise without the express prior written consent of the Library District.

The Contractor shall submit to Library District all advertising and publicity matters arising out of or relating to this Agreement wherein the Library District’s name is mentioned, or language used from which the connection of the Library District’s name may, in Library District’s sole discretion, be inferred or implied. The Contractor shall not publish or use such advertising and publicity matters without the prior written consent of the Library District.

* 1. Ownership Rights of Materials Resulting from Agreement
		1. The Contractor shall be deemed the author and owner of their documents, including drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.
		2. The Contractor agrees to and does hereby grant to the Library District a perpetual, irrevocable, nonexclusive, and royalty-free license to use Contractor’s work produced under this Agreement for the purposes of constructing, using, maintaining, altering, and adding to the projects subject to this Agreement. The license granted under this section permits the Library District to further authorize contractors, subcontractors, vendors, and agents to reproduce applicable works created for use in performing services pursuant to this Agreement.
	2. Continued Ownership Rights

The Contractor shall sign all documents and perform other acts as the Library District deems necessary to secure, maintain, renew, or restore the rights granted to the Library District as set forth in this Section 11.

1. Nondiscrimination
	1. No Discrimination in Employment

In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved.

* 1. Discriminatory Action Defined

Discriminatory action may apply to, but is not limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment

1. Code of Conduct

The Library District is committed to providing an inclusive, welcoming, supportive, and safe environment for all to feel respected and valued. The Contractor shall, while performing the work as described in this Agreement, interact with the Library District staff and community members in a respectful manner.

The Library District and Contractor shall refrain from engaging in any conduct that communicates a hostile, demeaning, or unwelcome message. Such prohibited conduct can be either verbal or nonverbal and includes, but is not limited to microaggressions, deliberate misgendering, slights, and other conduct that could cause harm. The Agreement may be subject to termination as a result of any violation of this Section 13 by providing the other party 30 calendar days advance written notice of the termination.

1. Conflict of Interest
	1. Compliance with Code of Ethics

Contractor must avoid any relationship or activity that might impair, or appear to impair, Contractor’s ability to perform the services of this Agreement. In situations where Contractor’s personal interests conflict with their ability to perform the work of this Agreement in a way that is in the best interests of the Library District, Contractor shall disclose their interests and may be required to take additional actions to prevent, mitigate, or alleviate any conflicts.

* 1. Fair Dealing

The Contractor acknowledges and agrees that they will not willfully attempt to secure preferential treatment in their dealings with the Library District by offering any valuable consideration, thing of value, business courtesy, or gift, whether in the form of services, loan, thing or promise, in any form to any Library District official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this Section, Contractor’s current contracts with Library District will be cancelled and Contractor may face additional penalties in future contracting with the Library District.

* 1. Former Library District Employees

The Contractor acknowledges that, for a period of one year after leaving Library District employment, a former Library District employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a Library District action in which the former Library District employee participated during their period of employment.

Contractor shall immediately notify Library District upon becoming aware of a conflict and/or current or former Library District employees involved in the preparation of proposals, the anticipated performance of work, or acquiring a financial interest in this contractual relationship with Library District.

Failure to identify current or former Library District employees involved in this transaction may result in Library District’s denying or terminating this Agreement. After contract execution, the Contractor is responsible for notifying the Library District of current or former Library District employees who may become involved in the performance of work at any time during the term of the Agreement.

1. Applicable Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Snohomish County, Washington.

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Snohomish County, Washington.

1. No Third-Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third-party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party here.

1. Force Majeure

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Agreement. Force Majeure events may include but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, severe injuries, or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

* 1. No Breach if Force Majeure Applies

Neither party shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

* 1. Duty to Minimize Disruption and Give Notice

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the Library District or the Contractor may give to the other a notice of suspension or termination.

* 1. Extension of Time

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the Library District.

* 1. Suspending Performance

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Agreement, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the Library District shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

1. Attorney’s Fees and Costs

In any dispute arising from the terms or performance of this Agreement, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement on the day and year written below.

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