

**MEMORANDUM OF UNDERSTANDING
REGARDING THE LIBERTY LAKE REGIONAL PARK SEASONAL LENDING LIBRARY
PILOT PROJECT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), made and entered into this 22nd day of February, 2023, sets forth the parties' understanding and basic terms with respect to the roles and working relationship of the Spokane County Library District, a rural library district and a political subdivision of the State of Washington, having offices for the transaction of business at 4322 N. Argonne Road, Spokane, Washington, 99212 (hereinafter the "District") and Spokane County, a political subdivision of the State of Washington, by and through its Spokane County Parks, Recreation, and Golf Department, having offices for the transaction of business at 404 N. Havana Street, Spokane, WA 99202 (hereinafter the "Parks Department"), each individually also referred to hereinafter as a "Party" and collectively the "Parties". While roles and responsibilities may be defined herein, such definitions are not exclusive of other activities the District or Parks Department

RECITALS

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

WHEREAS, pursuant to the provisions of the Revised Code of Washington ("RCW") Section 36.32.120(6), the Board of County Commissioners of Spokane County ("Board" or "Board of County Commissioners") has the care of County property and the management of County funds and business; and

WHEREAS, the Spokane County Library District ("District") is a rural library district and a political subdivision of the State of Washington duly organized and existing under and by virtue of the Constitution of the State of Washington and RCW 27.12; and

WHEREAS, pursuant to the provisions of the Chapter 39.34 RCW (the "Interlocal Cooperation Act"), the Parties may contract with each other to perform certain functions which each may legally perform to make the most efficient use of their powers; and

WHEREAS, Spokane County, through its Parks, Recreation & Golf Department ("Parks Department") owns and operates Liberty Lake Regional Park, located at 3707 South Zephyr Road, Liberty Lake, Washington, 99019; and

WHEREAS, on August 21st, 2018, by Resolution No. 18-0597, the Board approved the Liberty Lake Regional Park Master Plan (the "Master Plan"), which envisioned a new community space and park office building ("future park office building"); and

WHEREAS, the Master Plan did not explore potential programming options for the future park office building; and

WHEREAS, the Parties are desirous of testing a seasonal lending library concept as a "pilot project" at Liberty Lake Regional Park, to be hosted inside the current park office building, as one potential programming option for the future park office building; and

WHEREAS, the Parties are desirous of entering into this Memorandum of Understanding ("MOU") in order to facilitate a low barrier, high value amenity to Liberty Lake Regional Park that brings library services and awareness to Spokane County residents and park visitors while also testing a programming model for the future park office building.

NOW THEREFORE, pursuant to the terms of this MOU, the Parties understand and do hereby agree as follows:

I. PURPOSE AND OBJECTIVE

The Parties share a commitment to provide low barrier access to shared community resources. By collaborating, the Parties can add amenities at Liberty Lake Regional Park and expand exposure of District resources by providing for a seasonal, lending library available to park visitors and community members at the Liberty Lake Regional Park Office (the "Park Office") during peak use months, usually May through September. This MOU is also intended to "test out" the seasonal lending library concept as a pilot project to determine its viability, operational impact, and public benefit as a potential programming component to a future park office building as envisioned in the Master Plan. Based on the mutual benefits afforded and received by each of the Parties, there shall be no monetary considerations exchanged by the Parties in connection with this MOU.

II. ROLES AND RESPONSIBILITIES

1. *The Parties Mutually Agree:*

To work together to offer Liberty Lake Regional Park visitors and Spokane County community members the opportunity to borrow library materials and access library information at the Liberty Lake Regional Park Office.

To comply with all applicable federal and state laws.

That this MOU shall be mutually and jointly administered by the Executive Director of the District and the Director of the Parks Department.

That any and all expenses incurred by the individual Parties in the performance of this MOU, including expenses related to marketing, administrative, personnel, and technology costs, will be the sole responsibility of the Party incurring those expenses. In no event will either Party submit requests for reimbursement of costs to the other Party without prior written agreement.

That Liberty Lake Regional Park is an outdoor venue that is subject to impacts from inclement weather, road conditions, and other unforeseen events. Therefore, the Parties agree that the Parks Department may prohibit access by the public and Library District to the seasonal lending library space at any time, and without notice, to ensure public safety. The Parks Department will make reasonable efforts to coordinate with and inform the Library District ahead of any such closure.

2. *The Parks Department Agrees:*

A. To create an accessible, secure, and enclosed interior seasonal lending library space through the west entrance of the current park office building, including a new interior wall,

interior lighting, and timed lock on the exterior door. The usable interior space will be a minimum of 8' wide by 12' long.

B. To provide District staff a means to access the seasonal lending library when Parks Department staff are not on site.

C. To provide labor to apply and install District-provided interior and exterior paint for the seasonal lending library space, sign installation, and installation of exterior light fixture.

D. To provide routine maintenance for the interior and exterior of the seasonal lending library space. Examples of said "routine maintenance" may include, but are not limited to vacuuming carpet, cleaning windows, replacing light bulbs, and repairing vandalism.

E. To allow the District to provide information about library services in the seasonal lending library space and promote library amenities available at Liberty Lake Regional Park.

F. To install exterior wayfinding signs guiding visitors to the seasonal lending library space.

3. *The District Agrees:*

A. To design and pay for the cost of two exterior signs to be hung on the west wall of the Park Office building, near the entrance door of the seasonal lending library space, and at the north side of the office by the ramp up to the seasonal library.

B. To provide interior and exterior paint in colors chosen by the District to be applied by Parks Department staff.

C. To provide an exterior light fixture chosen by the District to be applied by the Parks Department Staff

D. To provide and install interior shelving for materials and optionally, other furniture as needed or otherwise appropriate.

E. To provide a rotating collection of material that will be installed in April, refreshed monthly May through September, and collected in October, annually for the duration of the MOU.

F. To implement a system to circulate materials and track usage statistics.

G. To allow the Parks Department to promote library amenities provided by the District at the Liberty Lake Regional Park.

III. INDEMNIFICATION AND LIABILITY

1. Indemnification.

A. Independent Contractors. It is understood that any relationship created by this MOU between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either party act as an

agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

- B. The COUNTY shall indemnify and hold harmless the DISTRICT and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the COUNTY, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the DISTRICT, the COUNTY shall defend the same at its sole cost and expense; provided that the DISTRICT reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the DISTRICT, and its officers, agents, and employees, or jointly against the DISTRICT and the COUNTY and their respective officers, agents, and employees, the COUNTY shall satisfy the same.
- C. The DISTRICT shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the DISTRICT, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the COUNTY, the DISTRICT shall defend the same at its sole cost and expense; provided that the COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the COUNTY, and its officers, agents, and employees, or jointly against the COUNTY and the DISTRICT and their respective officers, agents, and employees, the DISTRICT shall satisfy the same.
- D. If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- E. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

- F. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
- G. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

2. Liability.

- A. The COUNTY and the DISTRICT shall maintain liability coverage and/or commercial insurance that affords coverage for matters contained in this Agreement.
- B. The commercial insurance policy or policies and/or liability coverage document will not be canceled, materially changed or altered without at least thirty (30) days prior notice to the County or District with whom the agreement is executed.
- C. The liability policy and or coverage documents shall provide and the certificate of insurance and/or liability coverage documents shall reflect that the coverage afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability and reflect that the insurance and/or liability coverage afforded therein shall be primary coverage and not contributory insurance to that provided by the other party.
- D. Failure of either party to fully comply with the insurance and/or liability coverage requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement. Providing liability coverage in the amounts listed shall not be construed to relieve either party from liability in excess of such amounts.
- E. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:
 - 1. **GENERAL LIABILITY INSURANCE:** The COUNTY and DISTRICT shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Spokane County, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and

completely protected by this policy from all claims. Language such as the following should be used "Spokane County, It's Officers, Agents And Employees Are Named Additional Insured.

2. **PROOF OF AUTOMOBILE INSURANCE:** The COUNTY and DISTRICT shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. Said policy shall provide that it shall not be canceled, materially changed, or renewed without Thirty (30) days written notice prior thereto.
 3. **WORKERS COMPENSATION:** The COUNTY AND DISTRICT shall carry Worker's Compensation Industrial Injury Insurance coverage, effective in Washington State. Proof of insurance shall be by providing the COUNTY's and DISTRICT's State Industrial Account Identification Number.
- F. Public entity insurance and/or liability coverage requirements may be satisfied with proof of membership and liability coverage through its membership in a Risk Pool authorized under RCW 48.62.031 for Claims submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the Public Entity, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which a Public Entity and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or Public Entity.
- G. Such other conditions as the parties may agree in writing.

IV. TERMINATION

Either party may terminate this MOU at any time, with or without cause, in whole or in part, for convenience, or for any reason whatsoever upon at least thirty (30) calendar days written notice, effective at the end of the notice period.

Unless otherwise mutually agreed upon in writing, upon termination of this MOU, the Library District shall have no more than thirty (30) calendar days to remove all Library District property from the seasonal lending library space. The Parties shall coordinate public communication in announcing the termination and "wind-down" of the seasonal lending library if said communication is deemed desirable by the Parties.

V. DURATION

This MOU becomes effective upon signature by all Parties and, subject to Section VII of this MOU, shall remain in effect until October 31, 2026, unless otherwise provided for herein.

VI. COMPLIANCE WITH LAWS

It is the intention of the District and the Parks Department that this MOU, the transactions contemplated thereby, and the manner in which the Parties perform their respective obligations, shall comply with all applicable federal, state and local laws and regulations.

VII. GOVERNING LAW AND DISPUTES

This MOU shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington. Venue for all legal proceedings arising out of this MOU shall be Spokane County, Washington.

VIII. NO THIRD-PARTY BENEFIT

This MOU is intended for the exclusive benefit of the Parties hereto and their respective successors and assigns, and nothing contained in this MOU shall be construed to create any rights or benefits in or to any third party, and shall not be enforceable by any third party.

IX. ASSIGNMENT

Neither Party may assign this MOU in whole or in part without the prior written consent of the other Party.

X. COUNTERPARTS

This MOU may be executed in one or more counterparts, with the same force and effect as if executed in one complete instrument.

XI. ENTIRE UNDERSTANDING AND AMENDMENT

This MOU constitutes the entire understanding of the parties and supersedes any and all prior understandings or agreements between the parties, whether written or oral, with respect to the subject matter of this MOU. This MOU may not be amended or modified except in a writing signed by the District and the Parks Department, executed with the same formalities as this Agreement.

XII. RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE. See sections II and III above.
- B. DURATION. See section IX above.
- C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. The District shall administer the terms of this agreement. No new or separate legal or administrative entity is created to administer the provisions of this agreement.
- D. RESPONSIBILITIES OF THE PARTIES. See provisions above.

- E. AGREEMENT TO BE FILED. The District shall file this Agreement with its Spokane County Auditor or place it on its website or other electronically retrievable public source. The Host shall place it on its web site or other electronically retrievable public source.
- F. FINANCING. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION. See section V above.
- H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

XIII. NOTICES

All notices required or permitted under this MOU shall be in writing and served upon the Parties in person, by certified U.S. mail (return receipt requested) directed to the mailing addresses set forth below or the mailing addresses designated by a party pursuant to written notice, or by electronic mail to the email address set forth below or the email address designated by a party pursuant to written notice. Any notice so mailed shall be effective three (3) days after mailing. Any notice in person or by electronic mail shall be effective immediately. All changes of address shall be effective upon written notice in the fashion provided by this section. The Parties hereby designate the following individuals to receive notice.

For the Parks Department:

Spokane County Parks, Recreation & Golf Department
C/O Director
404 North Havana St.
Spokane, WA 99202
dchase@spokanecounty.org

With Courtesy Copy:

Spokane County Prosecutor's Office
ATTN: Civil Division
1115 West Broadway Avenue
Spokane, WA 99260

For District:

Spokane County Library District
C/O Executive Director
4322 N. Argonne Road
Spokane, WA 99212
proewe@sclld.org

XIV. SEVERABILITY

If any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

XV. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they appertain.

XVI. NON-DISCRIMINATION

The Parties, their employees, and agents shall not discriminate against any person based on race; religion; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

XVII. FORCE MAJEURE

Neither Party shall be considered in breach or non-compliance by reason of any failure in performance if such failure arises out of causes reasonably beyond that Party's control and without its fault or negligence. Neither Party will be held responsible for delay of failure to perform herein when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public enactments, labor disputes, or other circumstances which cannot be forecast or provided against.

XVIII. TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Agreement and attached exhibits.

XIX. RECORDS

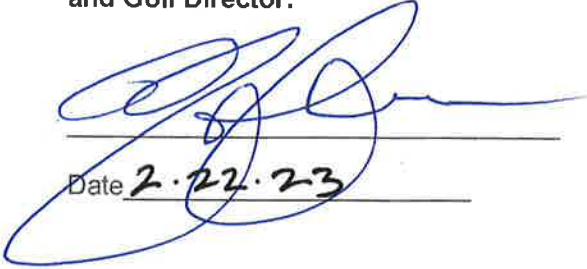
All public records repaired, owned, used or retained by either Party in conjunction with meeting its responsibilities under this Agreement shall be made available to the other Party upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

XX. EXECUTION AND APPROVAL


The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

**Spokane County Parks, Recreation
and Golf Director:**


Date 2.22.23

**Spokane County Library District
Executive Director:**


Date 2/21/2023