

**Spokane County Library District Library Mobile Services Visit
Memorandum of Understanding (Interlocal Agreement)**

I. INTRODUCTION

This Memorandum of Understanding (hereinafter "MOU"), sets forth the parties' understanding and basic terms with respect to the roles and working relationship of the Spokane County Library District, in the County of Spokane, State of Washington (hereinafter "the District") and Liberty School District (hereinafter "the Host"), for the hosting of a Community Stop by the District's mobile library vehicle (hereinafter "LINC"), to be held at: 29818 S North Pine Creek Rd, Spangle from 1:00pm-3:00pm on November 28 2022, January 17, 2023, March 22, 2023 and from 1:30pm-3:30pm on May 18, 2023.

II. BACKGROUND

The District is a rural library district and political subdivision of the State of Washington duly organized and existing under and by virtue of the Constitution of the State of Washington and the Revised Code of Washington Chapter 27.12

The District provides access to library services by visiting facilities with materials on LINC at select locations within its service area in which it does not have a library building. There is no charge for a community stop by LINC.

III. PURPOSE AND OBJECTIVE

The District and Host (hereinafter "the Parties") enter into this MOU in order to create and promote opportunities to work together to facilitate expanded access to library services for District customers and other Spokane County residents.

IV. ROLES AND RESPONSIBILITIES

The District Agrees to:

- A. Provide library materials available for checkout.
- B. Assist customers in selecting library materials, getting library cards, and checking out.
- C. Collect library materials being returned
- D. Provide computer and Wi-Fi service, if available, for visitors.
- E. Contact the Host in a timely manner, when changes in schedule occur, or weather, mechanical, or staffing issues cause cancellations of visits.
- F. Reserve the right to modify the schedule as best to meet library and or community needs.

The Host agrees to:

- A. Provide an accessible paved or gravel parking lot with a reserved spot for each LINC

visit.

- B. Contact Mobile Services at the District in a timely manner if the parking area reserved for LINC is inaccessible at (509) 893-8407, and/or mobileservices@scl.d.org.

V. TERMINATION

- A. Either of the parties may terminate this MOU at any time, with or without cause, upon at least thirty (30) days written notice, effective at the end of the notice period.
- B. This MOU shall automatically terminate upon written notice by the District to the Host based on the District's reasonable belief that termination is necessary in order to comply with applicable law.

VI. INDEMNIFICATION

Host shall indemnify, defend and hold the District harmless from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any claim, action, or other proceeding that is based on Host's action or inaction in any way related to this Agreement or the rights granted hereunder. The District shall indemnify, defend and hold Host harmless from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any claim, action, or other proceeding that is based on the District's action or inaction in any way related to this MOU or the rights granted hereunder. The indemnities provided in this MOU shall survive the expiration or any earlier termination of this MOU.

VII. COMPLIANCE WITH LAWS

It is the intention of the District and the Host that mobile library visits, 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.

VIII. 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.

IX. DURATION

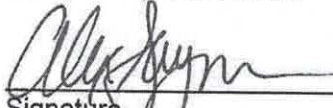
This MOU becomes effective upon signature by all Parties and shall remain in effect, subject to Section V of this MOU. MOUs will be evaluated and updated annually.

X. 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.

Community Visit Host:



 Signature

Alex Saywers
 Name

K-8 Principal
 Title

Date 11-9-22

Spokane County Library District


 Signature

Danielle Marcy
 Name

Mobile Services Supervisor
 Title

Date 11/15/22