



LaConner Regional Library
LaConner, Washington USA

Procedure 302p1

ADMINISTRATIVE PROCEDURE

CONTRACT AGREEMENT WITH FRIENDS OF THE LIBRARY

This agreement is made and entered into as of this ____ day of _____, by and between the **La Conner Regional Library District**, hereinafter referred to as the “**Library**” and **Friends of the La Conner Regional Library**, hereinafter referred to as “**Friends.**”

The Library, from time to time, has materials that it needs to dispose of as surplus. The majority of these materials are obsolete, and have little marketable value, and

Whereas, the Friends of the Library is a Washington non-profit corporation dedicated to the support of the La Conner Regional Library and the Friends are willing to accept the Library’s surplus library materials, subject to the limitations of this agreement and applicable law. The intent of the Friends in accepting these surplus materials is to sell such materials as may be sold, and utilize the net proceeds of such sale to enrich the La Conner Regional Library’s Collection.

Now, Therefore,

1. This agreement shall be subject to and performed in accordance with Chapter 39.33 RCW.
2. The Library shall provide to Friends surplus materials from time-to-time, as the parties shall mutually agree. Friends shall utilize its best efforts to liquidate the surplus materials, through a public sale. Friends shall coordinate the sale with the Library. The Library may, but is not required to, assist Friends in holding the sale by providing advance advertising, a sales venue, and personnel during the sale.
3. Friends shall utilize professional practices in accounting for funds received during the sale. All proceeds shall be utilized to acquire Library services and materials as selected and or approved by the Library. Such materials shall be acquired promptly, and after order, shall be delivered directly to the library.
4. As applicable, Friends shall pay all sales taxes assessed on the surplus materials sold.
5. Friends Administration and Management.

- a. The Director shall have primary responsibility for administering and approving services to be performed by Friends, and shall coordinate all communications between Friends and the Library.
- b. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this agreement.
- c. Friends, at such times and in such form as the Library may require, shall furnish the Library with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. Friends will make available to the Library all work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this agreement.
- d. Friends shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- e. Friends shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under this Agreement of for any of the compensation due hereunder without the prior written consent of the Library.

6. Independent Contractor Status.

- a. Friends are and shall be at all times during the term of this Agreement in independent entity, not an employee of the Library.
- b. Friends acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and Friends agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Library 's status as an independent entity. If the Friends is assessed, liable, or responsible in any manner for those charges or taxes, Friends agrees to hold the Library harmless from those costs, including attorney's fees.
- c. Friends shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- d. The Library shall lease to the Friends office space within the library building at the rate of \$1.00 per year.
- e. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

7. Indemnification

- a. Friends shall indemnify, defend, and hold harmless the Library, its officials, officers, agents, employees, and volunteers, from any and all

claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Library, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

- b. Friends specifically assumes potential liability for actions brought by Friends' own employees against the Library and, solely for the purpose of this indemnification and defense, Friends specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Library Recognize that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.
- c. These indemnifications shall survive the termination of this Agreement.
- d. A waiver of failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

8. Non-discrimination.

Friends agrees to take all steps necessary to comply with all federal, state, and Town laws and policies regarding non-discrimination and equal employment opportunities. Friends shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by Friends with any of the non-discrimination provisions of this Agreement, the Library shall be deemed to have cause to terminate this Agreement, in whole or in part.

9. Conflict of Interest.

No officer, employee or agent Friends, no any member of the immediate family of any such officer, employee or agent as defined by Town ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Friends shall comply with all federal, state, and Town conflict of interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of Friends' services and obligations hereunder. Friend's further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

10. Interpretation and Venue.

- a. Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

- b. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- c. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

11. Termination

This Agreement may be terminated by either party, effective upon written notice to the other party, at least sixty (60) days in advance thereof.

La Conner Regional Library District
La Conner, WA

Friends of the Library

Board Chair Signature

President Signature

Effective date: 2/11/05

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