BUILDING USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into the 10th day of April, 2014 by and between NORTH CENTRAL REGIONAL LIBRARY DISTRICT, an Intercounty Rural Library District (hereinafter referred to as the "District") and the City (Town) of Moses Lake, Washington, a Washington municipal corporation (hereinafter referred to as the "Municipality").

WHEREAS, the Municipality has either annexed to or contracted with the District for the delivery of library services, and

WHEREAS, it is the desire of the Municipality that library services be available in the Municipality through a branch library facility, and

WHEREAS, the District wishes to stabilize reimbursement of Library Quarter's maintenance and repairs, grounds maintenance expenses, janitorial services, and

WHEREAS, the Municipality is willing to provide for the District's use a suitable building or space within a building (referred to hereafter as the "Library Quarters") from which library services can be provided in the Municipality, and the Municipality is also willing to provide such janitorial services, maintenance and repair to said Library Quarters as shall be reasonably necessary for its continuing operation, and

WHEREAS, the Municipality is willing to make the Library Quarters available for the use of all residents of the District for library purposes, not just the residents of the Municipality,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Use of Library Quarters. The Municipality shall provide for the use of the District during the term of this agreement a building or space within a building suitable for use as

a branch library and shall maintain such library quarters in good repair and maintenance for library purposes. Such use shall be provided in consideration for the District's staffing and operation of a branch library facility within the Library Quarters and shall be free of rent other than payment by the District as provided for in this agreement.

2. Furnishings and Equipment. The Library Quarters and all furnishings provided by the Municipality shall remain the property of the Municipality, subject only to the District's right of use during the term of this agreement. The District may also provide furnishings and equipment, which the District will maintain and continue to own.

3. Size of Library Quarters. As of the date of execution of this agreement the parties specify that the Library Quarters consist of 11,518 square feet. In the event of any subsequent alteration or modification of the size of the Library Quarters, this figure shall be amended appropriately.

4. Reimbursement of Maintenance Expenses. Effective January 1, 2015, until December 31, 2017, the District will reimburse the Municipality for janitorial, repair, maintenance expenses each year a sum calculated by multiplying $3.25 by the number of square feet specified in Section 3. Effective January 1, 2018 through December 31, 2020 the reimbursement rate will be $3.50 per square foot. Effective January 1, 2021 through December 31, 2023 the reimbursement rate will be $3.75 per square foot.

5. Reimbursement Schedule. The District shall reimburse the Municipality for Library Quarters' janitorial, repair, and maintenance expenses as set forth in section 4 in two equal bi-annual payments due within 30 days following the June and November meetings of the District's Board of Trustees.

6. Telephone Service. The District, at its sole expense, shall provide telephone service in the Library Quarters.

7. Indemnity. The Municipality shall indemnify, defend and hold the District, its officials, employees, and agents, harmless from and against any and all claims, damages, losses and expensed including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by an negligent or intentional act or omission of the Municipality, its officials, employees, and agents, relating to the performance of this Agreement. The District shall indemnify defend and hold the Municipality, its officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses including reasonable attorney's fees, for any bodily injury, sickness, disease, or death or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by any negligent or intentional act or omission of the District, its officials, employees, and agents, relating to the performance of this Agreement.

8. Insurance. It shall be within the discretion of each party to maintain such property insurance, if any, as it deems appropriate for protection of its respective Library Quarters property. Each party shall maintain general liability insurance covering personal injury and property damage applicable to its operation and use of the Library Quarters with minimum limits of $1,000,000 per occurrence. Either party may substitute a self-insurance program or plan for the general liability insurance required under this agreement upon approval by the other party. Either party may request verification of liability insurance at any time.

9. Term. This agreement shall be effective January 1, 2015, and shall remain in force and effect until December 31, 2023. Subject to the right of termination stated in this Section 9, this agreement shall continue on a year to year basis after December 31, 2023 if either party delivers a written notice to extend prior to September 1, 2023. Either party may terminate this agreement effective at the end of any calendar year during the original term or

any annual extension thereof by written notice of termination delivered to the other party by October 1 of such year.

10. Nonwaiver. Any waiver at any time by either party of any right with respect to any matter arising under this agreement shall not be considered a waiver of any subsequent default or matter.

11. Prior Agreements. This agreement shall supersede any earlier agreement, written or oral, between the parties pertaining to the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

NORTH CENTRAL REGIONAL LIBRARY DISTRICT

By: _____
Chairman

Attested By:

_____
Secretary

CITY (TOWN) OF MOSES LAKE, WASHINGTON

By: _____
Mayor

City Mgr

Attested By:

_____
Clerk