

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SPOKANE PUBLIC LIBRARY  
AND  
KYRS THIN AIR COMMUNITY RADIO**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made by and between the Spokane Public Library, an agency of the City of Spokane organized under Chapter 27.12. RCW, located at 906 West Main Avenue, Spokane, Washington 99201, and the KYRS Thin Air Community Radio, a non-profit corporation in the state of Washington, located at 35 W. Main, Suite 340, Spokane, Washington 99201.

**WHEREAS**, Spokane Public Library (the "Library") owns or operates and maintains real estate, buildings and other library facilities, and operates a wide variety of programs and services to provide education to the public; and

**WHEREAS**, KYRS Thin Air Community Radio ("KYRS") is a volunteer-powered, non-commercial, listener-supported, community radio station in Spokane, WA serving the area with unique programming for un-served and underserved populations; and

**WHEREAS**, the Library and KYRS share many common goals and interests related to education, access to information, and community engagement; and

**WHEREAS**, the Library and KYRS are invested in a long-term partnership by providing library space to KYRS to accomplish these common goals and interests through the operation of KYRS Thin Air Community Radio; and

**NOW, THEREFORE**, based on the foregoing, the parties enter into the following Agreement:

**Section 1. Purpose.** The Library and KYRS enter into this MOU in order to provide space and access to services that the downtown library provides beginning upon full execution of this agreement.

**Section 2. Background.** KYRS desires to relocate from their current studio space at the community building and a partnership with the Library presents a unique opportunity to enhance both organizations while providing new services.

**Section 3. Partnership Responsibilities.** The parties' respective responsibilities under this MOU are as follows:

- A. The Library will provide space located on the 3<sup>rd</sup> floor of the Downtown Library on a date and time mutually agreed to by the parties for KYRS to occupy one studio space and 2 cubicle spaces as well as access to shared spaces to operate KYRS Thin Air Community Radio;
- B. KYRS will organize/host approximately 1 to 2 public events per month in the Community Lens Space.
- C. KYRS will provide 2 hours per month of free, open-to-the-public classes on audio

production (including recording and podcasting), radio broadcasting. In addition, 6 times per year, KYRS will make available a one-hour slot for anyone who has completed the training to broadcast a program live on-air.

- D. The Library and KYRS will collaboratively engage in services and events to explore enhanced learning opportunities for the public.
- E. KYRS will follow library policies unless given written permission by the Library Director;
- F. KYRS will maintain full autonomy of its operation, including programming.
- G. The Library will provide KYRS 24 hour access to its spaces.

**Section 4. Term.** This Agreement shall commence upon full execution and continue through September of 2031 and will automatically renew annually for one year periods, unless terminated earlier in accordance with the terms of this agreement. KYRS will begin occupying designated spaces at completion of construction tentatively scheduled for the 4<sup>th</sup> quarter of 2021.

**Section 5. Compensation.** This is a no cost agreement between parties. There shall be no compensation paid or received by either party.

**Section 6. Insurance.** During the term of the contract, KYRS shall maintain in force at its own expense, the following insurance:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this contract. It shall provide that the Library, its officers, employees and agents are additional insurers but only with respect to KYRS services to be provided under the contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Property insurance if materials and supplies are furnished by KYRS. The amount of the insurance coverage shall be the value of the materials and supplies.
- E. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from KYRS or its insurer(s) to the Library. As evidence of the insurance coverage(s) required by this Agreement, KYRS shall furnish acceptable Certificates Of Insurance (COI) to the Library at the time it returns this signed

Agreement. The certificate shall specify the Library and the City of Spokane as "Additional Insured" specifically for services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. KYRS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**Section 7. Termination.** This MOU may be terminated by either party by delivering written notice of termination to the non-terminating party at least sixty (60) days prior to the effective date of any termination.

**Section 8. Assignment.** This MOU shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract, in whole or in part, its interest in this MOU without the prior written consent of the other Party.

**Section 9. Anti-Kickback.** No officer or employee of the Library, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this MOU.

**Section 10. Indemnification.** Each party to this MOU shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this MOU.

**Section 11. Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

**Section 12. Entire Agreement and Amendment.** This MOU represents the parties' entire agreement with respect to the matters specified herein.

**Section 13. Governing Law and Venue.** It is understood that this MOU shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this MOU shall be in the County of Spokane, Washington.

**Section 14. Severability.** Any provision of the MOU which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

**Section 15. Attorney's Fees.** In the event of litigation or arbitration over the terms or performance of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**Section 16. Mediation.** Should any dispute arise out of or related to this MOU or its performance by the parties hereto, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The parties shall select a

mediator within ten (10) days of the notice by a party to mediate a claim. Mediation shall be concluded within sixty (60) days of the notice to mediate being made unless extended by the parties by mutual agreement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution of the claim(s). The costs of mediation shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of obtaining attorney's fees and legal costs.

**Section 17. Contact Information.** Representatives and their contact information, for each party, are as follows:

A. For the Spokane Public Library: Library Director, Spokane Public Library, 906 West Main Avenue, Spokane, WA, 99201;

B. For KYRS: Station Manager, KYRS, 35 W. Main, Suite 340, Spokane, Washington 99201;

SPOKANE PUBLIC LIBRARY

By *[Signature]*

8/1/2019  
Date

(Name) Annew Chanse

(Title) Director

Approved as to form:

*[Signature]*  
Assistant City Attorney

KYRS Thin Air Community Radio, a non-profit corporation in the state of Washington

By: *[Signature]*

8-6-19  
Date

(Name) Lupito Flores

(Title) Station Manager

By: *[Signature]*

6 AUGUST 2019  
Date

(Name) WILLIAM BERRY

(Title) BOARD CHAIR FOR KYRS