

**MEMORANDUM OF UNDERSTANDING BETWEEN
SPOKANE PUBLIC LIBRARY and
COMMUNITY COLLEGES OF SPOKANE**

This Memorandum of Understanding (MOU) is made and entered into by and between Spokane Public Library (SPL), a public library established by the City of Spokane pursuant to Chapter 27.12 RCW, located at 906 West Main Avenue, Spokane, Washington 99201, and Community Colleges of Spokane (CCS), an institute of higher education, acting through the CCS Provost, located at 501 N. Riverpoint Blvd, PO Box 6000, Spokane WA 99217.

For the purposes of this agreement, CCS shall refer to the community college system as a whole, any individuals, schools or subset of schools, or any program operating within CCS.

WHEREAS, Spokane Public Library is a community of learning, and SPL aims to be the community's partner by creating synergy with mission-aligned organizations; and

WHEREAS, Community Colleges of Spokane transforms lives and uplifts humanity, inspiring students to lead communities, build the nation and enrich the world; and

WHEREAS, in recognition of a shared mission of providing high quality educational opportunities to all students, staff, and faculty of the community college system, SPL and CCS are entering into this Agreement in order to work collaboratively toward that end; and

WHEREAS, SPL and CCS share many common goals and interests related to the education of people in the community; and

WHEREAS, SPL and CCS are interested in exploring a long-term partnership and enhanced learning opportunities for the public.

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

Section 1. Purpose. SPL and CCS enter into this MOU to provide high quality public library access, education training, research, collaboration, as well as comprehensive library services to all CCS students, staff and faculty in a goal to work collaboratively together toward that end. The purpose of this MOU includes:

- Expand instructional resources to CCS students, faculty and staff
- Provide access to expanded Public library resources to all students, faculty, and staff regardless of where they live
- Assist CCS in developing human potential through quality, relevant and affordable learning opportunities that result in improved social and economic well-being for our students and our state.

SPL is uniquely positioned to offer CCS resources and expertise that can positively impact student outcomes and staff and faculty access. Extending resources to CCS is in the best

interest of every student and will dramatically expand classroom resources. In order to do this most effectively, SPL desires to:

- Provide full library access to all CCS full and part-time students and all CCS full, part-time and temporary faculty and staff when using their SPL-CCS library card on checkout materials, regardless of where they live, as long as they have a CCS email address. CCS affiliated borrowers will not incur fines for late SPL returns.

Section 2. Partner Responsibilities. The parties' respective responsibilities under this MOU are as follows:

- A. CCS will provide authentication services, which can be used by SPL to grant access to applications and services as deemed authorized for public use. Authentication will verify the user's identity and verify the user qualifies to access SPL resources.
- B. Authentication vs. authorization: CCS will first provide user authentication via electronic transmission, and SPL will then provide authorization to access services to the authenticated user.
- C. CCS agrees to coordinate with SPL to satisfy authentication within process frameworks; such as SAML or other protocols that satisfy the security requirements for both organizations.
- D. Excluded from this agreement: CCS does not provide user information or demographic data. CCS concedes that SPL does collect user information for library services per usual procedures and users' release of information is solely between the SPL and the users of public services SPL provides and does not involve CCS. At no time is CCS responsible for the security of user information stored in SPL systems. CCS agrees to provide notification to users during the authentication process that any information provided during the use of SPL services is outside the authority of CCS.
- E. CCS further acknowledges that this MOU does not exclude, circumvent or nullify other MOUs or Data Sharing Agreements between SPL and CCS to support research and analysis, process improvement, and other initiatives as defined between SPL and other CCS agencies and departments.

Section 3. Consideration. The Parties agree that this Agreement will occur without the payment of any consideration from one Party to the other. Each party shall be responsible for any costs or expenses incurred in the execution of this Agreement.

Section 4. Term. This MOU shall be in force from the signing date, without expiration, unless terminated by mutual consent or the withdrawal from the MOU by either Party (SPL or CCS) pursuant to terms set out in Section 5, Termination.

Section 5. Termination. Either Party (SPL or CCS) shall have the right to terminate this MOU for any reason by giving ninety (90) days' notice, in writing, prior to requested expiry date, without any protest or demur from the opposing Party. This would impact current CCS card users and CCS would be responsible for notifying users whose cards would no longer be valid.

Section 6. Entire Agreement and Amendment. This is the entire agreement of the parties and supersedes all prior written and oral communications between them with respect to the subject matter hereof. Any change, alteration or modification of this Agreement must be in writing and signed by the parties and cannot be changed or modified orally.

Section 7. Indemnification. Each party to this MOU shall be responsible for any and all acts and omissions of its own staff, employees, officers, and agents. 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, and agents' obligations of confidentiality under this MOU.

Section 8. Non-Suability. No party can be sued in any court of law in the United States or abroad by the other party, for any events, if any party is not able to perform as per any of the stipulations of this MOU, due to circumstances beyond the control of it.

Section 9. Contact Information. Representatives and their contact information, for each party, are as follows:

- A. For the Spokane Public Library: Andrew Chanse, Executive Director, Spokane Public Library, 906 West Main Avenue, Spokane, WA, 99201, and
- B. For the Community Colleges of Spokane: Dr. Valerie S. Senatore, Provost, Community Colleges of Spokane, located at 501 N. Riverpoint Blvd, PO Box 6000, Spokane WA 99217.

IN WITNESS WHEREOF the parties have each executed this MOU by its duly authorized officer as of the day and year first above written.

SIGNED AND DELIVERED FOR AND ON BEHALF OF **Spokane Public Library**

Title: Executive Director

Designation: Andrew Chanse

Signature: _____

SIGNED AND DELIVERED FOR AND ON BEHALF OF **Community Colleges of Spokane**

Title: Provost

Designation: Dr. Valerie S. Senatore

Signature: _____

Approved as to form:

Michael J. Pica
Assistant City Attorney

Approved as to form:

Emily B. [Signature]
Assistant Attorney General