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**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN**

**THE SPOKANE PUBLIC LIBRARY and**

 **EASTERN WASHINGTON UNIVERSITY**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made by and between the Spokane Public Library, an agency of the City of Spokane, located at 906 West Main Avenue, Spokane, Washington 99201, and Eastern Washington University, a Washington State Higher Education institution, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Cheney, Washington, 99\_\_\_\_/

**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 including a Bloomberg computer terminal at its Downtown Library; and

**WHEREAS**, Eastern Washington University ( EWU) offers various higher education programs as part of its MBA program, which includes a graduate level class entitled “Portfolio Management and Bloomberg Certification;” and

**WHEREAS,** theLibrary and EWU share many common goals and interests related to education and access to information; and

**WHEREAS,** the Library and EWU are interested in working jointly to make the Bloomberg computer terminal located at the Downtown Library available to EWU graduate students; and

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

**Section 1. Purpose.** The Library and EWU enter into this MOU of Understanding (MOU) in order to provide space and access to the Bloomberg computer terminal located at the Downtown Library.

**Section 2. Term.** The MOU shall begin on January 1, 2019 and to conclude on December 31, 2020. The parties may agree to extend this term of the MOU by written mutual agreement. Either party may terminate this MOU upon ninety days written notification.

**Section 3. Cost.** There shall be no cost to EWU to use the Bloomberg computer terminal pursuant to this MOU.

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

1. The Library shall make the Bloomberg computer terminal available to EWU graduate students during hours outside of the Library’s normal business hours. The non-business hours shall be from 6:00 A.M. to 10:00 A.M. and \_\_\_\_\_\_ to \_\_\_\_\_\_ Monday through Friday and \_\_\_\_\_\_ to \_\_\_\_\_\_ on Saturday and Sunday.
2. The Library shall provide 15 security passes issued to identified EWU students who shall use the passes only to access the Downtown Library during non-business hours.
3. EWU shall identify to the Library which students shall be participating in the MOU so that the Library may issue the security passes. The students shall schedule the days and times when they will be accessing the Downtown Library so that the Library may notify its security officers and to assure that the students have access to the terminal.
4. The participating student shall use the security pass to gain access only for themselves and shall not allow any other person to uses their pass or to gain access. Failure to comply with this requirement may result in the immediate removal of the student’s security pass.
5. EWU shall pay the Library fifteen dollars per pass to cover the cost to the Library. EWU shall be responsible to pay the cost of any replacement passes in the event a security pass is lost.

 **Section 4. Insurance.** During the term of the contract, EWU 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.

**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 and the City of Spokane, their officers, employees and agents are additional insurers but only with respect to the Contractor's services to be provided under the contract; and

**C.** Property insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Property Hazard or XCU (Explosion, Collapse, Underground) insurance should be provided if any hazard exists.

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 the Company or its insurer(s) to the Library.

As evidence of the insurance coverages required by this contract, EWU shall furnish acceptable insurance certificates to the Library at the time EWU returns the signed MOU. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to Library’s acceptance. If requested, complete copies of insurance policies shall be provided to the Library. EWU shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**Section 5. 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 6. 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 7. 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 8. 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 9.** **Entire Agreement and Amendment.** This MOU represents the parties’ entire agreement with respect to the matters specified herein.

**Section 10.** **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 11.** **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 12.** **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 13.** **Mediation.** Should any dispute arise out of or related to this MOU of Understanding 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 14. 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 Eastern Washington University: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Cheney, WA 99\_\_\_\_\_\_\_\_

SPOKANE PUBLIC LIBRARY

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

 Andrew Chanse, Executive Director

Approved as to form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant City Attorney

EASTERN WASHINGTON UNIVERSITY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date