

**EDUCATIONAL COLLABORATIVE AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND SPOKANE PUBLIC LIBRARY**

1. Parties.

This Educational Cooperative Agreement ("Agreement") is made and entered into this by and between Spokane School District No. 81, a Washington state municipal corporation ("SPS") and Spokane Public Library, a department of the City of Spokane ("SPL"). For the purposes of this agreement, SPS shall refer to the District as a whole, any individuals, schools or subset of schools, or any program operating within the District. SPL shall refer to all library branches where services are located.

2. Purpose and Scope.

This Agreement is for the purpose of expanding classroom resources for SPS students in order to prepare students for T-2-4. As SPL is a community of learning that aims to inspire a thriving city through cultural and educational opportunities, the purpose of this is to better connect our community to education, information, and programming and to work together with SPS to create the best outcomes for our students. This Agreement will provide for refurbished laptops provided to SPL to be distributed to SPS students.

3. Term.

This Agreement shall commence upon full execution and continue through August 31, 2020 and based on the success of the program, will renew annually for one-year periods, unless terminated earlier in accordance with the terms of this Agreement.

4. SPS Rights and Responsibilities.

4.1 Laptops.

SPS will provide up to 500 refurbished laptops to SPL locations to be checked out to SPS students.

4.2 Property of SPS.

Notwithstanding any other provision herein, Laptops provided by SPS to SPL are the property of SPS and shall remain the property of SPS during and after the term of this Agreement.

4.3 Monitoring.

SPS has a right to monitor SPL's compliance with this Agreement to the extent necessary to assure compliance with the requirements under this Agreement. Monitoring includes performing site visits to review records and observe operations

5. SPL's Rights and Responsibilities.

5.1 Laptops.

SPL will accept the laptops at each library location as determined between the parties and will keep them in safe locations as determined by the Customer Experience Managers for each branch.

5.2 Distribution of Laptops.

SPL will only check out the laptops to SPS students. SPL will require a completed application from each student along with student school identification prior to checking out the laptops to students.

5.3 Tracking.

SPL will be responsible to track the inventory of laptops and provide any loss/damage records to the SPS Business/Accounting Department for auditing reports.

5.4 Condition/Maintenance of Laptops.

SPL is not responsible for the condition or maintenance of the laptops or for any computer software or hardware related to this laptop program. And is not responsible for how the SPS students use the laptops or the content which the student may access.

6. Rights and Responsibilities of Both Parties.

6.1 Compliance with Laws.

The parties shall comply with all laws, ordinances, and regulations of governmental bodies applicable to this Agreement.

6.2 Coordination.

The parties acknowledge that regular ongoing communication is vital to the success of the collaborative nature of this Agreement. Each party hereby designates the following persons to be their Coordinator of Services:

SPS:

Scott Kerwien
Director, Technology & Information
200 N. Bernard
Spokane, WA 99201
509-354-7338
scottke@spokaneschools.org

SPL:

Tara Neumann
Director, Community Technology
906 W. Main Avenue
Spokane, WA 99201
509-444-5318
tneumann@spokanelibrary.org

6.3 Indemnification.

SPL shall defend, indemnify, hold and save harmless SPS, its agents, representatives, directors, and employees ("Indemnitees") from all loss, damage, liability, claims, allegations, demands, suits, causes of action, settlements, judgments, or expenses (including attorney fees and all expenses of litigation), (each and all, hereinafter, "Claim"), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission by SPL or its employees, agents, or contractors relating to, arising from, or connected with SPL's performance of this Agreement. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any Claim against any Indemnitee within the scope of SPL's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnitee in successfully enforcing the obligations of this section shall be paid by SPL.

6.4 No Dual Employment.

Nothing contained in this Agreement or related documents shall be construed as creating any form of an employment relationship between the parties. The officers, agents, employees, or volunteers of SPL shall not, for any purpose, be considered agents or employees of SPS, whether by virtue of this Agreement or otherwise, nor shall they be entitled to any rights or privileges of employment with SPS. SPL assumes exclusive responsibility for any and all actions, omissions, rights, and obligations of their own respective officers, agents, employees, or volunteers hereunder. SPS employees do not, by this Agreement, become agents or employees of SPL.

6.5 Nondiscrimination/Harassment.

In the performance of this Agreement, the parties assure compliance with state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, or the presence of any sensory, mental, or physical disability in any benefits under this Agreement.

6.6 Insurance.

For the duration of this Agreement, SPL shall maintain in force at its own expense, the following insurance:

- 6.6.1 Worker's Compensation Insurance in compliance with Title 51 RCW;
- 6.6.2 Comprehensive General Liability Insurance, affording coverage on an "occurrence" as opposed to "claims made" basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. Such insurance shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the defense, indemnity, and hold harmless obligations provided under this Agreement;
- 6.6.3 With respect to the insurance policies required of SPL by the immediately preceding Section 6.2 SPL shall (i) cause the insurers from whom SPL procures such insurance to issue endorsements to such policies, naming and protecting SPS and its employees, agents, directors, and representatives, as additional insureds under such policies, for all purposes and claims made against SPS or any of them related to or arising from the subject matter or performance of this Agreement; and (ii) SPL shall assure that such policies of insurance shall serve as primary-level insurance coverage with respect to any liability insurance separately procured and maintained by SPS, which shall be excess-level insurance;
- 6.6.4 There shall be no cancellation, material change, or reduction of limits or non-renewal of the insurance coverage required by this Agreement without thirty (30) days' written notice to SPS;
- 6.6.5 When/if requested by SPS, SPL shall furnish to SPS copies of such certifications, endorsements, or other appropriate documents of proof, from SPL's insurer(s), establishing to SPS's satisfaction that compliance SPL's obligations under this Section 6 of this Agreement has occurred; and
- 6.6.6 SPL shall ensure that any individual or subcontractor it provides shall comply with the requirement in this Section 6 of this Agreement.

7. Assignment.

Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the other party.

8. Integration.

This Agreement constitutes the entire and exclusive agreement of the parties hereto regarding the subject matter, and supersedes all prior and contemporaneous agreements, undertakings and understandings of the parties hereto in connection with the subject matter hereof.

9. Modification.

This Agreement shall not be modified, rescinded or revoked in any manner whatsoever, except by written consent of all parties hereto. No such modification shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 10 below. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.

10. Termination/Written Notice.

Either party may cause this Agreement to terminate, without cause, upon 30 days written notice via certified mail or personal delivery. Termination of this Agreement shall not relieve SPL of or from any obligations regarding use and destruction of PII and Data. Termination Notice shall be sent to the persons named below:

SPS:

Dr. Linda McDermott
Associate Superintendent
200 N. Bernard
Spokane, WA 99201

SPL:

Sarah Bain
Director of Strategic Partnerships
906 West Main Avenue
Spokane, WA 99201

11. Waiver.

No waiver of any breach of any term of this Agreement shall be deemed or shall constitute a waiver of any other breach of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

12. Severability.

Each separate numbered paragraph of this Agreement shall be treated as severable, to the extent that if any one or more such paragraphs shall be adjudged or declared illegal, invalid, or unenforceable, this Agreement shall be interpreted, and shall remain in full force and effect, as though such paragraph or paragraphs had never been contained in this Agreement.

13. Headings.

The headings of this Agreement are inserted for convenience only and are not to be considered in the construction of provisions and shall not in any way limit the scope or modify the substance or context of any section or paragraph hereof.

14. Mediation.

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, except for injunctive relief as provided for above, mediate the dispute using the services of a mutually agreed upon independent mediator. The mediation shall take place in Spokane, Washington. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

15. Governing Law/Venue.

The terms of this Agreement shall be governed by the laws of the state of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

16. Authority.

The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

DATED THIS 4TH day of March, 2019.

SPOKANE PUBLIC SCHOOLS:

Linda McDermott

Dr. Linda McDermott
Associate Superintendent,
School Support Services

3/4/2019

Date

SPOKANE PUBLIC LIBRARY:

Andrew Chanse
Andrew Chanse
Executive Director
19.02.27

3-1-19

Date