

**Memorandum of Understanding Between
Spokane Public Schools and Spokane Public Library
For Management of School Library Collections and Technology**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and entered into between the Spokane Public Library, a public library operating under Chapter 27.12 RCW, hereinafter referred to as “SPL” and the Spokane Public School District 81, a Washington State municipal corporation, hereinafter referred to as “SPS.”

WHEREAS, SPL operates a wide variety of programs and services to provide education to the public within the City of Spokane; and

WHEREAS, SPS is an educational organization that seeks to enhance academic quality and student outcomes through strong fiscal management, facility planning and effective governance; and

WHEREAS, SPL and SPS share many common goals and interests related to business development and business research in the Spokane region; and

WHEREAS, SPL and SPS are interested in exploring a partnership for expanded and enhanced learning opportunities for the public.

NOW, THEREFORE, based on the foregoing, the parties enter into the following MOU.

Section 1. Purpose. SPL and SPS enter into this MOU in order to collaborate on management of the SPS’s library collections and technology by the SPL at various SPS middle schools.

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

1. SPL shall provide the following service for collection management and technology.

Collection Management

- a. Establish the base collections at each school.
 - i. Provide scope and projected cost for each school.
 - ii. Initial weed of current collections.
 - iii. Provide SPS with an invoice credit for materials discarded from the collection. Discarded material shall be sold by the SPL. SPL shall retain all proceeds from the sale of discarded material.

- iv. Equitable redistribution of remaining materials between identified schools.
- v. Purchase new materials for the SPS middle school libraries to be equitably redistributed between identified schools. The parties shall mutually agree on the amount of new material to be purchased for each location.
- b. Provide ongoing collection management through December 31, 2022.

Technology Service

- a. Provide library technology management.
 - i. Provide and support the following hardware:
 - 1. RFID self-checkout
 - 2. RFID book return
 - 3. RFID staff station
 - ii. Provide and support the following software:
 - 1. FOLIO
 - 2. Self-service software
- 2. SPS shall:
 - a. Provide SPL with a “not to exceed” amount for the purchase of new material for the respective library collections and library technology for each location. SPS shall reimburse the SPL upon invoice for purchased collection material and hardware or software purchased as part of the technology services
 - b. Pay SPL for its costs for the management of collections and library technology services.
 - c. SPS makes no guarantee of funding beyond December 31, 2022.

The parties may expand the scope of this MOU and the performance of both parties to additional middle school locations pursuant to an addendum to the MOU signed by both parties.

Section 4. Term. Upon signing, the term of this MOU shall continue until terminated by either party pursuant to the termination clause set forth below. The parties agree to meet on a regular basis to determine the term, cost and scope of the services to be provided.

Section 5. Termination. Either party may terminate this MOU without cause by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, the parties shall reconcile any payments for services performed prior to the termination date.

Section 6. 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 7. Entire Agreement and Amendment. This MOU represents the parties' entire agreement with respect to the matters specified herein.

Section 8. Contact Information. Representatives and their contact information, for each party, are as follows:

- A. For the Spokane Public Library: Caris O'Malley, Deputy Director, Spokane Public Library, 906 West Main Avenue, Spokane, WA, 99201;
- B. For Spokane Public Schools: Greg Forsyth, Director, Capital Projects, 2815 E. Garland, Spokane, WA 99207



Caris O'Malley, Deputy Director
Spokane Public Library

Date: 11/8/21



Cindy Coleman
Chief Finance and Business Services Officer
Spokane Public Schools

Date: 11/4/2021

Approved as to form:

Assistant City Attorney