

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
CITY OF BURLINGTON AND BURLINGTON-EDISON SCHOOL DISTRICT No. 100**

THIS AGREEMENT (herein "Agreement") is made and entered into by and between CITY OF BURLINGTON a Washington municipal corporation (herein "City") and BURLINGTON-EDISON SCHOOL DISTRICT No. 100, (herein "District") pursuant to the authority granted by law including but not limited to Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the District may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties". In consideration of the following, the parties mutually agree as follows:

WHEREAS, the BE Student Card Program (the "Program") is a City initiative designed to provide access and promote the use of online and physical Burlington Public Library resources for students enrolled in the District.

WHEREAS, subject to the terms of this agreement, the Program shall make available to District students and teachers, physical and electronic City library resources such as: research databases, downloadable eBooks, and other City library tools and physical resources through Burlington Public Library card barcodes;

WHEREAS, the Parties wish to clearly define roles and responsibilities as they relate to the Program;

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, the City and District hereby agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be from date at which the Parties have completed execution through August 31, 2021, unless sooner terminated pursuant to the terms herein. With the agreement of both Parties the Agreement may be extended through August 31, 2022.

2. RESPONSIBILITIES OF THE PARTIES: The Responsibilities of the parties to the agreement shall be as follows:

A. The District shall:

- i. Allow the City to engage with District personnel and students for the purposes of promoting and educating District staff and students about library resources and their use. District shall allow the City's library staff assigned for outreach and education about the Program and library resources access to District students during school hours at a time mutually agreeable to the Parties. Library staff shall be subject to all District policies relating to visitation.
- ii. Provide link to the City library's website on District laptops.
- iii. Allow emails from the library ILS Evergreen, those ending in @burlingtonwa.gov, or other legitimate e-mail addresses originating from the City or its contractors through the District's information network(s) and filters to reach District students for the purpose of notifying users of reserve and overdue notifications or other related library uses.

B. The City shall:

- i. Provide access to the City library's materials generally available to library users (both physical items and electronic library resources) for District students and teachers enrolled in the Program, subject to the City library's policies, rules, and procedures as now or hereafter amended.
- ii. Provide supporting documents to the District for promotion and education regarding the Program for parents, legal guardian, and District students in print and digital format as requested by the District, subject to City approval which may be denied if such requests exceed City resources which shall be determined at the City's sole discretion.

iii. Provide physical library cards with unique barcode numbers for each student.

3. **PAYMENT IN KIND:** The District may offer the City library's staff training opportunities and shared resources as compensation for the benefits of the Program

4. **ADMINISTRATION:** City and District agree to provide appropriate staff support to execute their responsibilities under this agreement.

The following person(s) will serve as primary contact(s) at City and District for matters relating to the administration of this agreement:

City	District
Sarah Ward: sarahw@burlingtonwa.gov Janice Burwash: janiceb@burlingtonwa.gov	Todd Setterlund: tsetterlund@be.wednet.edu

5. **PERMISSIBLE STUDENT DATA USE AND SHARING UNDER THIS AGREEMENT:** Student information will be used solely for the following purposes:

- A. For inclusion in City library's patron database which is used to allow students to access library resources.
- B. For program evaluation purposes.
- C. As otherwise required by law

6. **RECORDS.** Nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising from applicable law with respect to retaining, searching, releasing (or prohibiting from release) any public record or portion thereof including but not limited to chapter 42.56 RCW (including RCW 42.56.310) and the Family Educational Rights and Privacy Act of 1974 (FERPA) . Student information shall not be disclosed unless required by applicable law. The Parties shall comply with any injunction or court order obtained that prohibits (or mandates) the disclosure of Student Data. Written notice shall be provided to the non-disclosing Party prior to release of any Student Data received by this Agreement to a third party.

7. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any property owned and used by the City in connection with this Agreement shall remain the property of the City, any property owned and used by the District shall remain the property of the District, unless otherwise specifically provided for in this Agreement.

8. **NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

9. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

10. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

11. TERMINATION: Any party hereto may terminate this Agreement upon sixty (60) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the Party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 11 shall survive such termination.

12. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

13. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

14. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

15. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the Parties shall continue in full force and effect, unless specified to the contrary herein.

16. ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.

17. DEFAULT: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

18. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

19. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement.

20. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the City of Burlington and the Burlington-Edison School District No.100 have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

BURLINGTON-EDISON SCHOOL DISTRICT No. 100

CITY OF BURLINGTON

Laurel Browning, Superintendent

Steve Sexton, Mayor

Date

Date