

**INTERGOVERNMENTAL USER AGREEMENT
BETWEEN
THE STATE OF WASHINGTON,
OFFICE OF THE SECRETARY OF STATE,
WASHINGTON STATE LIBRARY DIVISION,
AND THE
Bethel School District**

THIS AGREEMENT is made and entered into between the Office of the Secretary of State, Washington State Library Division, hereinafter referred to as the "OSOS," and, **Bethel School District** hereinafter referred to as the "Awardee."

IT IS THE PURPOSE OF THIS AGREEMENT to help an Awardee school library update its nonfiction materials and thereby helping fulfill common core standards.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

OSOS will reimburse the Awardee up to \$2,000 each for nonfiction books purchased for the school library(s) listed in Exhibit A.

Requirements

1. The print, nonfiction books must be purchased and reimbursement claimed by January 15, 2018.
2. Reimbursements must be on the OSOS reimbursement form provided to the Awardee.
3. To document these allowable costs the Awardee must submit
 - A copy of the official accounting system disbursement/expenditure report or copies of vendor endorsed payment instruments, **and**
 - A copy of the invoice from the service provider/vendor
4. The OSOS, Washington State library, and IMLS must be acknowledged as providing funding to support the project in all project-related public events, press releases, printed materials, and Web sites. OSOS will provide stickers to affix to each book. Copies of press releases and printed materials related to the grant must be submitted with the final report.
5. A one-page initial report is due November 15, 2017. It must be in Word or RTF format and sent electronically. OSOS will send a report form to awardee schools. The reports may be used to promote both school libraries and OSOS on social media. Please send the report to wslgrants@sos.wa.gov.
6. A one-page final report is due March 31, 2018. It must be in Word or RTF format and sent electronically. OSOS will send a report form to awardee schools. The reports may be used to promote both school libraries and OSOS on social media. Please send the report to wslgrants@sos.wa.gov.

7. The final report must include:

- The completed OSOS form that will include a statement showing how this grant impacted the recipient school's students.
- The updated copyright average for the school's nonfiction collection.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on date of execution and continue to March 31, 2018, unless terminated sooner as provided herein.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, OSOS may:

- Terminate this Agreement with ten (10) working days advance notice. If this Agreement is 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,
- Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- Pursue such other alternative as the parties mutually agree to writing.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in the Contract, OSOS may, by ten (10) days written notice, beginning on the second day after the mailing, terminate the Contract, in whole or in part. If the Contract is so terminated, OSOS shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this Agreement.

DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the OSOS and the Awardee and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State.

1. The request for a dispute hearing must:

- be in writing;

- state the disputed issue(s);
 - state the relative positions of the parties;
 - state the Awardee's name, address, and Agreement number; and
 - be mailed to the Secretary of State and the other party's (respondent's) Agreement Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 15 working days.
 3. The Secretary of State shall review the written statements and reply in writing to both parties within 10 working days. The Secretary of State may extend this period if necessary by notifying the parties.
 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution method in addition to the dispute resolution procedure outlined above.

AGREEMENT MANAGEMENT

The Contracting Authority for each of the parties shall be the contact person for communications regarding the performance of this Agreement.

<u>Project Manager for the Agreement is:</u>	<u>Project Manager for the OSOS is:</u>
<p>Gretchen Russo</p> <p>Bethel School District 516 176th Street E Spanaway, WA 98387</p> <p>Phone: 253-683-6078 Email: grusso@bethelsd.org</p>	<p>Maura Walsh</p> <p>Office of the Secretary of State Washington State Library, Library Development P.O. Box 42460 Olympia, Washington 98504-2460</p> <p>Phone: 360.704.5246 Email: maura.walsh@sos.wa.gov</p>

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed and interpreted in accordance with those laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic Agreement instrument
- Any other provisions of the agreement, including materials incorporated by reference.


ALL WRITINGS CONTAINED HEREIN

This Agreement contains the entire understanding between the parties, and there are no other agreements, understandings, or representations set forth or incorporated by reference herein.


No subsequent modifications or amendments of this Agreement shall be of any force or effect unless in writing, signed by authorized representatives of the OSOS and the Awardee and made part of this original Agreement.

Bethel School District

**OFFICE OF THE SECRETARY OF
STATE**



Date 26 SEP 17
Thomas Seigel
Superintendent



Date 3-01-17
Cindy Aden
State Librarian

APPROVED AS TO FORM:
Attorney General's Office

Exhibit A

Bethel School District will receive three awards of up to \$2,000 each in reimbursable funds for print, nonfiction books for the following school(s):

(1) Cedarcrest Middle School, (2) Kapowsin Elementary, (3) North Star Library

The school librarian is responsible for selecting the books and grant reporting, following any local regulations imposed by Bethel School District.

The Contracting Authority is responsible for processing reimbursements, which will be paid to Bethel School District.

