

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

PIERCE COUNTY LIBRARY SYSTEM ("LIBRARY")

AND

BETHEL SCHOOL DISTRICT ("PARTNER")

I. PURPOSE AND SCOPE

The purpose of this Memorandum of Understanding ("MOU") is to clearly articulate the roles, responsibilities, and any expectations of the Bethel School District and the Pierce County Library System as they relate to the issuance of library cards to all authorized students in said school district through the "Card in Every Hand" program. The goal of this outreach program is to ensure every student has access to free resources and materials to support their learning and entertainment, especially outside of school hours. The period of agreement for this MOU is from date of signing until either party terminates the agreement.

II. ROLES AND RESPONSIBILITIES

The following roles and responsibilities are meant to be representative of the activities and tasks as understood by both parties named in this Memorandum of Understanding. Should other roles and responsibilities be required during the course of the relationship, they will be articulated and agreed upon in writing within 5 business days between the Library and the Partner.

The roles of the Library are anticipated to be as follows:

- Provides the Partner with a template opt out letter including Executive Director's Georgia Lomax's signature
- The Library's IT Department connects with the Partner's IT department
- Receives student information
- The Library's IT Department creates record sets by school for data sharing
- Issues cards by school
- Delivers cards to administrative center (or one location of the Partner's choice)
- On monthly basis the Library shares card usage by district and individual school w/ district
- PCLS Librarians promote use of cards to students/faculty/parents

The roles of the Partner are anticipated to be as follows:

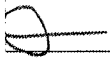
- Partner reviews opt out letter and sends to parents with deadline
- Remove names of opt out students
- Partner's IT department connect with the Library's IT department

- Delivers student information to the Library's IT department
- Delivers issued library cards to schools
- Delivers cards to students
- Arranges for the Library's librarian visits to promote card use

III. GENERAL TERMS AND CONDITIONS

1. **Term of MOU:** Library and Partner agree that this MOU commences on January 1, 2017, or the date on which both parties sign as provided in Signatures below, whichever date is later, and ends by December 31, 2020, or until the MOU is terminated pursuant to the terms contained herein, whichever event occurs first.
2. **Public Records Act/Confidentiality:** Notwithstanding any other provision herein, Partner recognizes that Library is a public agency subject the state Public Records Act, RCW 42.56. Upon receipt of a public record request for any material which is the subject of this agreement, Library will promptly notify Partner of the request and Partner will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If Partner does elect to seek such protection, Partner will fully defend and indemnify Library from any liability, including attorney fees and statutory penalties, which may arise under the Public Records Act in connection with the request.
3. **Termination:** Library or Partner may terminate this Memo of Understanding by providing written notice to the other party within 10 business days of termination. Upon termination, all provisions contained herein end, and no expectation is made of both party's roles and responsibilities.
4. **Indemnification and Hold Harmless:** Partner shall protect, defend, indemnify, and hold the Library, its officers, directors, trustees, employees, agents and representatives (collectively, the "Library Indemnitees") harmless from, and shall protect and defend, at its own expense, the Library Indemnitees from any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the Library Indemnitees arising out of or related to the Partner's execution of, performance of, or failure to perform this contract; provided, however, that if such claims are caused by or the result from the concurrent negligence of Partner, its agents, employees, and/or officers and the Library Indemnitees, this paragraph shall be valid and enforceable only to the extent of negligence of Partner, its agents, employees, and/or officers; and provided further, that nothing in this paragraph shall require Partner to indemnify, hold harmless, or defend the Library Indemnitees from any claims caused by or resulting from the sole negligence of the Library Indemnitees.
5. **Compensation.** Both parties agree to and understand that no compensation to each other is involved in this MOU without the party requesting compensation notifying the other party within 10 business days. The other party agrees to respond within 10 business days to the party proposing compensation. If after meaningful consideration there is disagreement on compensation, either party may elect to terminate this MOU in accordance to the terms of termination contained herein.
6. **Renewal.** Upon termination of this MOU whether by termination date or act of early termination, Library and Partner may elect to agree mutually to renew the purpose of the relationship through subsequent MOUs. Such MOUs may have any and all different provisions contained therein as compared to this MOU, and shall replace and supersede all provisions contained herein.

IV. SIGNATURES

	ry	On behalf of the Partner
		
	_____	Signed by
	_____	Printed name
_____	_____	_____
Date		Date