

**INTERGOVERNMENTAL USER AGREEMENT
BETWEEN
THE STATE OF WASHINGTON,
OFFICE OF THE SECRETARY OF STATE,
WASHINGTON STATE LIBRARY DIVISION,
AND THE
EDMONDS 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 Edmonds School District, hereinafter referred to as the "Awardee."

IT IS THE PURPOSE OF THIS AGREEMENT to help the Awardee school library update its science, technology, engineering and math (STEM) materials in order to better support education in those subjects for the youth attending Awardee's school.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

OSOS will ship Awardee 50 STEM books plus 3 professional development titles.

Requirements

1. Digital photos (2-5) documenting the beginning of the project are due February 20th. Please send these to wslgrants@sos.wa.gov.
2. The 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.

Copies of press releases and printed materials related to the grant must be submitted with the final report.

3. A one-page final report is due March 31, 2016. It must be in Word or RTF format and sent electronically. This report will relate how teachers are using the book collection to meet the needs detailed in the school library's application. In addition, the report must have five to ten digital photos that document a class and/or individuals using the new materials. Photos of projects that result from using the materials would be appropriate. If these photos include recognizable individuals, be sure to include a release form. We also need an estimate of how many times these materials were consulted. Please send this report to wslgrants@sos.wa.gov.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on date of execution and continue to March 31, 2016, unless terminated sooner as provided herein.

TERMINATION

Termination of this Agreement is at the sole discretion of the OSOS. Such termination will take effect with a 180-day prior written notification to the Library.

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 Library 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 Library'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 Project Manager for each of the parties shall be the contact person for communications regarding the performance of this Agreement.

<u>Project Manager for the contract is:</u>	<u>Project Manager for the OSOS is:</u>
<p>Karen Rautenberg</p> <p>Edmonds School District 7600 212th St Sw Edmonds, WA 98026</p> <p>Phone: 425.431.6127 Email: rautenbergk@edmonds.wednet.edu</p>	<p>Carolyn Petersen</p> <p>Office of the Secretary of State Washington State Library, Library Development P.O. Box 42460 Olympia, Washington 98504-2460</p> <p>Phone: 360.570.5560 Fax: 360.586.4996 Email: carolyn.petersen@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 Library and made part of this original Agreement.

EDMONDS SCHOOL DISTRICT

OFFICE OF THE SECRETARY OF STATE

 Stewart Mhyre Date
 Executive Director Business and
 Operations
 20420 68th Avenue West
 Lynnwood, WA 98036

 Phone: 425.431.7150
 Email: mhyres@edmonds.wednet.edu

 Jeff Martin Date
 Program Manager, Library Development

APPROVED AS TO FORM:
Attorney General's Office