

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BAY CITY  
AND  
BAY CITY INDEPENDENT SCHOOL DISTRICT  
FOR STUDENT LIBRARY CARDS**

This Interlocal Cooperation Agreement ("Agreement") for Student Library cards is made and entered into by and between the City of Bay City, a Texas home-rule municipality ("City"), acting through its City Manager and the Bay City Public Library ("BCPL"), and Bay City Independent School District ("BCISD"), an educational institution, collectively referred to as the "Parties."

This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in the Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter.

BCPL offers Student Library cards to provide students easy access to the library's materials and services free of charge. The purpose of BCPL's Library Cards for Students Program ("Program") is to remove barriers and close the opportunity gap for students who may otherwise be unaware or unable to access these materials and services.

BCISD and the City, intending to be legally bound, hereby agree to the following terms and conditions of this Agreement:

- 1. Scope.** BCISD agrees to offer its students BCPL Student Library cards through BCISD's online student enrollment and registration process:
- 2. BCISD Responsibilities**
  - a. BCISD shall offer parents or legal guardians the choice to request an BCPL Student Library card for their child.
  - b. BCISD shall offer BCPL Student Library cards through BCISD online enrollment and registration process.
  - c. BCISD shall be responsible for all student registrations.
  - d. BCISD shall provide BCPL the information necessary to issue Student Library cards to students who have chosen to opt-in of the Program.
  - e. BCISD shall promote the Program and benefits of BCPL's materials and services.
  - f. BCISD will communicate any changes to the opt-in process to the Director of Libraries, Library as soon as possible.
  - g. BCISD will comply with all City and BCPL policies.
  - h. BCISD shall comply with all applicable federal, state, and local laws and regulations while performing under this Agreement.

### 3. City Responsibilities

- a. City shall provide BCPL Student Library cards to BCISD students under the Program.
- b. City shall comply with all applicable federal, state, and local laws and regulations in performing under this Agreement.
- c. City shall provide BCISD faculty with information and resources necessary to promote the Program.

**4. Term.** This Agreement shall commence upon execution and shall continue through **June 1, 2024**, unless cancelled by one of the parties in accordance with the terms set forth herein.

**5. Amendment or Termination of Agreement.** This Agreement may be modified at any time in writing and by mutual consent of the parties by an authorized officer of both parties. The Agreement may be terminated, with or without cause, by providing at least thirty (30) days written notice. If either party breaches the Agreement, the other party may terminate the Agreement if the party in breach fails to cure the breach within seven consecutive calendar days of receipt of written notice of the breach.

**6. Notices.** Any notice or other communication permitted or required under this Agreement shall be provided in writing and shall be deemed to be effective when delivered by personal delivery, confirmation facsimile or if mailed, five calendar days following deposit in the U.S. mail, by certified mail, return receipt requested, addressed as provided in Section 13.

**7. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

**8. Independent Contractors.** The parties' relationship during the term of this Agreement shall be that of independent contractors.

**9. Waiver.** Any waiver of any breach of this Agreement shall not be effective unless set forth in writing signed by an officer of the waiving party.

**10. Assignment.** Neither party may assign this Agreement without the other party's prior written consent. A party in its sole discretion in violation of the foregoing shall be void.

**11. No third Party Beneficiaries.** The City and BCISD agree that the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and is made solely and specifically for their benefit. No other person, including but not limited to any BCISD student, prospective student, or faculty shall have any rights, interest or claims under this Agreement.

**12. Notices Addresses.** Any notice required or permitted under this Agreement shall be sent to the following addresses:

Office of the City Manager  
1901 5<sup>th</sup> Street  
Bay City, Texas 77414

Office of the Superintendent  
520 7<sup>th</sup> Street  
Bay City, Texas 77414

**13. Entire Agreement.** This Agreement shall be construed in accordance with the laws of the State of Texas excluding its conflicts of laws and rules. This Agreement constitutes the entire agreement between the parties. All proposals, negotiations, and representations (if any) made prior, and with reference to the subject matter of this Agreement, are superseded by this Agreement. This Agreement may be executed in two or more counterparts and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. Neither BCISD nor the City shall be bound by any oral agreement or representation, irrespective of when made.

**14. No Funding.** The parties agree that nothing in this Agreement obligates either party to provide funding or payment to the other party. To the extent that a party incurs cost or expenses as part of this Agreement, the party incurring those expenses or costs represents to the other party that it will pay for those costs or expenses from current revenues available to that party. The parties further acknowledge that the benefits that they each receive from this Agreement fairly compensate them for the obligations they must perform under this Agreement.

**15. Authority.** Each party warrants that his Agreement has been authorized by its governing body in accordance with Chapter 791 of the Texas Government Code.

**IN WITNESS WHEREOF**, the Parties hereto intending to be legally bound have read and executed this Agreement.

Executed on the \_\_\_\_ day \_\_\_\_\_, 2023.

The City of Bay City, Texas

Board of Trustees of the Bay City Independent School District

By: \_\_\_\_\_  
Robert K. Nelson, Mayor

By: \_\_\_\_\_  
Jill Westmoreland, Board President

**DATA SHARING AGREEMENT**  
BETWEEN  
THE BAY CITY INDEPENDENT SCHOOL  
DISTRICT AND  
CITY OF BAY CITY LIBRARY DEPARTMENT

This Data Sharing Agreement, herein referred to as "DSA", for confidential data sharing is entered into by and between the Bay City Independent School District ("BCISD") and CITY OF BAY CITY LIBRARY DEPARTMENT who, as parties to the DSA, elect to accept its terms, to wit:

PREAMBLE

Data is being requested as part of the DSA to fulfill the responsibilities of the Interlocal Agreement between the CITY OF BAY CITY and BCISD for STUDENT LIBRARY CARDS. CITY OF BAY CITY LIBRARY DEPARTMENT agrees that the data transferred from BCISD to CITY OF BAY CITY LIBRARY DEPARTMENT in its original format is and shall remain the sole and exclusive property of BCISD. The DSA establishes that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be provided to the CITY OF BAY CITY LIBRARY DEPARTMENT pursuant to this agreement. Data released in its original format by BCISD pursuant to this agreement must be used consistently with the Family Education Rights and Privacy Act (FERPA), HIPAA and BCISD's policies for managing student education records and other confidential information if applicable. BCISD is providing CITY OF BAY CITY LIBRARY DEPARTMENT data only for the following purpose and for no other purpose: **to provide all Bay City ISD students free access to Bay City Public Library Services, materials, and resources.**

Any annual and final reports based on the data provided to CITY OF BAY CITY LIBRARY DEPARTMENT must be submitted to BCISD by emailing ctownsend@baycityisd.org.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

The data shall be provided by BCISD to CITY OF BAY CITY LIBRARY DEPARTMENT. The format will vary depending on integration method and requirements. CITY OF BAY CITY LIBRARY DEPARTMENT agrees to not share the data provided in its original format with a third party except when it is necessary for CITY OF BAY CITY LIBRARY DEPARTMENT to deliver services, comply with the law, or protect CITY OF BAY CITY LIBRARY DEPARTMENT's rights or the safety of users. CITY OF BAY CITY LIBRARY DEPARTMENT agrees not to sell, trade, lease, or loan the data as provided in its original format to any third party for any reason, including for marketing or advertising. Any data received by the CITY OF BAY CITY LIBRARY DEPARTMENT pursuant to this DSA shall be added

into the current integrated library management system in order to create an account for a student library card. Information maintained in the integrated library information system is considered a city record and the data once added to this system is confidential pursuant to Section 552.124 of the Government Code.

CITY OF BAY CITY LIBRARY DEPARTMENT is hereby notified that any unauthorized disclosure of confidential student information is a violation of the Federal Family Educational Rights and Privacy Act of 1974 (FERPA) found in Title 20, United States Code, Section 1232g and the implementing regulations found in Title 34, Code of Federal Regulations, Part 99, and shall not be permitted to occur.

CITY OF BAY CITY LIBRARY DEPARTMENT acknowledges BCISD's obligations and requirements under FERPA, and agrees to provide services including, without limitation, the handling of any confidential student data information as provided by BCISD in its original format in compliance with the FERPA requirements as referenced above.

## 2. Consent

BCISD will provide the data to the CITY OF BAY CITY LIBRARY DEPARTMENT only after consent of the parent or legal guardian is provided during the BCISD online registration process. The data being provided by BCISD pursuant to this agreement consists of the following pieces of information: school name, grade level, the name of the parent or legal guardian providing the consent, name of student, address of student, phone number of student, date of birth of student, school identification number, and parent email.

## 3. Confidentiality

CITY OF BAY CITY LIBRARY DEPARTMENT will maintain the confidentiality of any and all student data obtained from BCISD in its original format as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted in its original format under this DSA, CITY OF BAY CITY LIBRARY DEPARTMENT shall establish a system of safeguards that will at minimum include the following:

- a. CITY OF BAY CITY LIBRARY DEPARTMENT shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data provided by BCISD in its original format, including electronically-maintained or transmitted data in its original format received from, or on behalf of BCISD. These measures will be extended by contract to all subcontractors used by CITY OF BAY CITY LIBRARY DEPARTMENT.

- b. CITY OF BAY CITY LIBRARY DEPARTMENT and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of the data provided under this DSA will be required to maintain the confidentiality of all students personally identifiable information as provided in its original format.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data in its original format as provided under this DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed, and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided in its original format under this DSA.
- e. Procedures and systems that ensure that all confidential student data in its original format processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data in its original format provided under this DSA shall ensure that any and all disclosures of confidential student data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students as such laws are applicable to the parties to this DSA.
- g. CITY OF BAY CITY LIBRARY DEPARTMENT shall return to BCISD all data in its original format or any portions thereof requested by BCISD, or, at BCISD's election and subject to clause 1 above, CITY OF BAY CITY LIBRARY DEPARTMENT shall destroy all or any part of BCISD's data in its original format that is within the possession or control of CITY OF BAY CITY LIBRARY DEPARTMENT and shall upon request by BCISD, provide certification of such destruction.
- h. Permission shall be obtained from BCISD prior to publications or disclosure of BCISD's data in its original format, or other uses not outlined in this DSA.

**City of Bay City Library Department shall not, without the express prior written consent of BCISD:**

- (a) Transmit BCISD's Data in its original format or PII in its original format to any contractors or subcontractors located outside of the United States,
- (d) Use PII or any portion thereof to develop commercial products or services,

(e) Use any PII for any other purpose other than in connection with the services provided to BCISD with an exception for the creation of aggregated data,

(f) Engage in targeted advertising, as defined by Texas Student Privacy Act, Tex. Educ. Code Sec. 32.151 based on the data collected from BCISD.

3. Indemnification

Nothing in this DSA shall be construed to create a claim or cause of action against either party for which it is not otherwise liable, nor to waive any immunity or defense to which either party may be entitled nor to create an impermissible deficiency debt of either party.

5. Entire Agreement

This document states the entire agreement between CITY OF BAY CITY LIBRARY DEPARTMENT and BCISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

6. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

7. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA.

8. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

9. Waiver

Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

10. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. BCISD and CITY OF BAY CITY LIBRARY DEPARTMENT further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to BCISD and CITY OF BAY CITY LIBRARY DEPARTMENT are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/ or if those laws, policies, or regulations will be applied or excepted.

11. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the end of the BCISD academic year.

The City of Bay City, Texas

Bay City Independent School District

By: \_\_\_\_\_  
Robert K. Nelson, Mayor

By: \_\_\_\_\_  
Dr. Dwight McHazlett, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_