



Northwest Tri-County Intermediate Unit (IU5)
252 Waterford Street
Edinboro, PA 16412
814-734-5610

Agreement between
Northwest Tri-County intermediate Unit
and Warren County SD Local Education Agency (LEA)

This Agreement is made this 11 day of March, 2019, by and between the Northwest Tri-County Intermediate Unit ("IU5") and Warren County SD Local Education Agency (LEA).

WHEREAS, this contract shall take effect upon approval by the IU5 Board, with a start date of _____, and shall continue with the period ending _____.

WHEREAS, the LEA wishes to enter into an agreement with the Northwest Tri-County Intermediate Unit to borrow designated lending library equipment on an as needed basis during the term of this Agreement.

WHEREAS, IU5 desires to create an arrangement with the LEA whereby equipment may be provided to the LEA.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Term.

This contract shall commence for the remainder of the LEA's school year concluding on June 30 of the designated school year.

2. Borrowing of Equipment.

- a. The Northwest County Intermediate Unit possesses and will provide the equipment as listed on Attachment A, upon request by the LEA, and when such requested items are available and in good working order. The LEA may take possession of the borrowed equipment for a period no longer than two calendar weeks ("borrowing period") from the date on which it is received from IU5. Renewal periods may be available to the LEA at the discretion of IU5. For equipment that is in high demand or in need of repair and/or maintenance, the IU5 reserves the right to delay or defer renewal periods where the LEA has already borrowed the equipment for at least one borrowing period.
- b. The IU reserves the right to deny the borrowing of any equipment at their discretion.
- c. The LEA is responsible to provide sufficient means of safely transporting the equipment in a manner intended to avoid damaging the equipment, and to make arrangements to pick up the borrowed equipment from the IU5. The IU5 will require LEA staff picking up the equipment to undergo brief training in the proper use of the item. The borrowed items shall be returned in the packaging in which the LEA received the equipment, and in the same condition as when it was borrowed, with the exception of normal wear and tear.

- d. The LEA shall maintain general liability and/or property insurance that will cover the equipment against any damage incurred while it is in the possession of the LEA. The LEA shall compensate the IU5 for any losses to the equipment that are beyond normal wear and tear.
- e. Upon return of the equipment, the IU5 will review the equipment and will notify the LEA in writing of any damage assessed within sixty (60) days.
- f. Upon completion of agreement, request of equipment can be made by LEA employed teachers at the discretion of their building level administrator by completing and submitting Attachment B to IU5.

3. Fees.

- a) The use of lending library equipment is free of cost to LEAs, public schools, charter schools and non-public schools in Crawford, Erie and Warren Counties.
- b) When items that are found to be damaged beyond the scope of the warranty, or are returned incomplete and/or damaged, the LEA will be charged the cost to repair or replace the item, whichever is cheaper. Replacement costs in Attachment A are subject to change based on fluctuating costs of items being replaced.
- c) A fee of \$50.00 shall be charged to the LEA if item(s) are not returned on or before the due date, and/or are returned in a state not in conformance with 2b, above. Where items are not returned, the LEA will be charged the actual cost of replacing the item, and not the value of used, comparable goods.
- d) If the LEA fails to make the payments when due, IU5 may take legal action for the collection of the fees. If IU5 is required to proceed to collection, entity will pay all costs of collection, including attorneys' fees and costs.

4. Termination.

Either party may terminate this agreement by providing sixty (60) days' notice. Upon termination by either party, any amounts due and owing the Northwest Tri-County Intermediate Unit for services provided under this Agreement up to and including the date of notice of termination, will be immediately due and payable.

- 5. This Agreement may not be modified, amended, altered or rescinded orally. Any and all changes must be made in writing and signed by the parties.
- 6. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Venue of any actions between the parties shall be in the courts of Erie County, Pennsylvania.

For Northwest Tri-County Intermediate Unit

Signature

Date : _____

Title : Board President

For _____ LEA

Attachment A



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Questions regarding equipment and training necessary to borrow the following equipment can be directed to
Supervisor of School Improvement Services.

CIA_MBX@iu5.org or 814-734-5610

Full Replacements Costs are subject to change based on cost of item. Costs below based on full replacement cost as of 12/17/18.

Item	# in Inventory	Full Replacement Cost per Unit/Vendor
Code Hopper Mat	3	\$24.95 (Amazon)
Code & Go Mouse	15	\$20.99 (Amazon)
Ozobot Bit	18	\$42.00 (shop.ozobot)
Sphero SPRK+	20	\$119.99 (Amazon)
Hummingbird Duo Base Kit	4	\$159.00 (store.birdbraintechnologies)
Hummingbird Bit Base Kit	15	\$99.00 (store.birdbraintechnologies)
microBit Go Bundle	15	\$17.50 (Adafruit)
Arduino Uno 3 Ultimate Starter Kit	12	\$44.99 (Vilros)
Google Cardboard (Google Expeditions)	30	\$15.00 (Amazon)
Aquapod	6	\$39.99 (Amazon)
Wind Turbine Kit	16	\$16.00 (Studica)
Breakout EDU Kit	1	\$150.00 (store.breakoutedu)

Attachment B



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I, _____ hereby permit _____ to borrow the following
(building level administrator name) (LEA employed teacher name)

items/equipment while acknowledging that any fees related to loss or damages of borrowed
items/equipment during the borrowed period will be deferred to and paid by the
LEA. The teacher will sign a receipt of equipment form upon pick up and return of items.

Requested Equipment (Please list item/equipment name and number requested)

Building level administrator signature _____ Date _____

LEA employed teacher signature _____ Date _____

**Please complete and submit to Supervisor of School Improvement Services using the email
or mailing address listed above.**