



COLLABORATION AGREEMENT
Between
**American Heart Association, Inc. &
Everett Public Library**

BACKGROUND

The American Heart Association, Inc. ("AHA") and Everett Public Library share common priorities and interests regarding the health and well-being of all members of the City of Everett and Snohomish County community. The American Heart Association and Everett Public Library are aligned in our focus on providing resources and opportunities for everybody everywhere to improve their lives and communities. This collaboration will capitalize on the strengths of each organization to achieve our goals of helping to decrease hypertension rates through Self-Managed Blood Pressure (SMBP) and the Libraries With Heart Initiative.

PURPOSE AND ACTIVITIES

This Collaboration Agreement will outline the anticipated roles, responsibilities, and joint activities between the AHA and Everett Public Library. The purpose of this relationship is to strengthen hypertension control in the City of Everett and Snohomish County community through improvement efforts related to hypertension to include participation in the SMBP program.

In collaboration with the Everett Public Library, The American Heart Association will launch the Libraries with Heart initiative. This initiative provides the library with self-measuring blood pressure (SMBP) kits, as well as information on blood pressure, nutrition, physical activity and local resources. This allows residents of the Everett Public Library to access free blood pressure monitor kits that supports the knowledge of learning how to take their blood pressure accurately at home, invites patrons to know their blood pressure numbers, provides resources on how to control and manage their blood pressure and facilitates connection to clinical care. Self-measured blood pressure (SMBP) monitoring programs are a recognized way to improve blood pressure control rates. This initiative provides SMBP monitoring kits (referred to as blood pressure kits) for check-out at the library.

The AHA will carry out activities such as the following to achieve these goals:

- Assign a lead staff member, Marisa McCormack to function as the main point of contact;
- Support Everett Public Library efforts in providing funding to purchase clinic resources such as blood pressure chairs, blood pressure cuffs, etc.;
- Provide patient resources such as blood pressure infographics and blood pressure logs;
- Resources will be offered in English and Spanish;
- Conduct a training (in person and/or virtual) for all staff and/or volunteer leads;
- Provide equipment for blood pressure readings and heart-health educational resources; and
- Include in the blood pressure kits a protocol/plan for communicating with and referring patrons as needed to clinical care.

The Everett Public Library will carry out activities such as the following to achieve these goals by July 31, 2025 at the Main Library and Evergreen Branch:

- Assign a lead staff, Naomi Clegg to function as the main point of contact;
- Provide timely and accurate updates of the program via occasional conversations or exchanges



- with Marisa McCormack at AHA;
- Utilize the support and resources provided to support hypertension quality improvement efforts;
- Naomi Clegg will ensure that safety and liability considerations for the self-measured blood pressure (SMBP) monitoring collection are considered and vetted by appropriate parties in their organization;
- Naomi Clegg will coordinate library staff to create a circulating SMBP monitoring collection;
- Naomi Clegg will ensure promotional materials, flyers, social media, etc. are designed to include all partner logos and follow appropriate partner organization approvals;
- The Circulation Supervisor works with the AHA team to schedule and provide space for the staff training and implements the check-out and check-in process; and
- Provide a quote and photo and approve an impact story about the collaboration.

EVALUATION OF RELATIONSHIP

The AHA and Everett Public Library will jointly evaluate the effectiveness of this relationship on a regular basis based on mutually agreed upon criteria to establish our future direction and continued collaboration.

COMMUNICATIONS

Any materials or messaging, including media announcements and press releases, created by either party that refer to the other party or its programs or materials, must receive prior written approval by the other party. Neither party may display the trademarks or logos of the other party, or copy or distribute copyrighted works of the other party, without specific prior written approval to do so. Each party reserves the right to update or change any of its trademarks or logos after giving ninety (90) calendar days' notice to the other party.

OWNERSHIP OF MATERIALS

Each party acknowledges and agrees that the other party owns the copyright in all copyrightable works it provides or creates prior to this Collaboration.

TRADEMARKS

Everett Public Library acknowledges the AHA's ownership of the American Heart Association name and heart-and-torch logo (hereinafter referred to jointly as the "AHA Servicemarks"). This agreement shall not be construed to grant Everett Public Library any license to use the AHA Servicemarks.

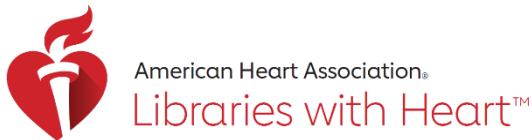
All materials that reference Everett Public Library's support or endorsement of the Libraries with Heart or the American Heart Association name, must be reviewed and approved in writing by the AHA during development and production and before printing and/or production and distribution. Any and all uses of the American Heart Association Servicemark must conform to the AHA's Branding Guidelines, as they may be amended from time to time, AHA's policies, and any other requirements established by the AHA. Upon termination or expiration of the Collaboration Agreement, Everett Public Library shall cease any and all use of the AHA Servicemarks, except as such permission has been granted in a written agreement



signed by both parties.

Everett Public Library hereby grants AHA a limited, non-exclusive, non-transferable license to display the Everett Public Library Trademarks, which are set out below, to acknowledge Everett Public Library's collaboration with the American Heart Association, and in accordance with the terms and conditions of this MOU. Use of the Everett Public Library Trademark in any fashion other than that expressly set out in this Collaboration Agreement is expressly prohibited and shall constitute trademark infringement. Any and all uses of the Everett Public Library Trademarks must conform to Everett Public Library's Graphic Standards and any other requirements established by the Everett Public Library and must be reviewed and approved by the Everett Public Library in writing prior to use. Upon termination of this Collaboration Agreement, AHA shall cease any and all use of the Everett Public Library Trademarks without written approval from Everett Public Library.

AHA LIBRARIES WITH HEART MARK:



Everett Public Library SERVICEMARK:

<Library's Mark Is Required>

STATEMENT OF RELATIONSHIP

Any approved use of AHA's Servicemark by Everett Public Library shall be accompanied by the following statement of relationship:

Everett Public Library's work with Libraries with Heart is funded by the American Heart Association.

TERM

This agreement is at-will and may be modified by mutual consent of authorized officials from the AHA and Everett Public Library. This agreement shall become effective upon signature by authorized officials from the AHA and Everett Public Library and will remain in effect for a period of 1 year or until modified or terminated by either party by mutual consent or upon 60- days prior written notice. AHA may terminate this agreement immediately if, in its reasonable discretion, AHA believes that the continuation of this agreement would violate any underlying third-party funding agreement.

INDEMNIFICATION; IMMUNITY; INSURANCE

To the fullest extent permitted by law, the parties shall each indemnify and hold harmless the other parties, and their respective board members, trustees, officers, directors, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the indemnified party, or its board members, officers, representatives, agents and employees, arising from the indemnifying party's breach of this agreement or resulting from



the negligent or intentional acts, errors or omissions, or any failure to perform any obligation undertaken by the indemnifying party, or its respective agents, employees or contractors arising out of the indemnifying party's performance under this agreement.

By execution and performance of the Collaboration Agreement, Everett Public Library does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of Everett Public Library, its officers, directors, servants, employees, agents, successors or assigns.

Each party shall procure and maintain, during the period of this agreement, insurance coverage sufficient to satisfy the liabilities specifically assumed by the party pursuant to this agreement.

GOVERNING LAW

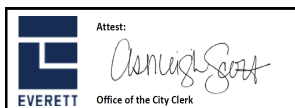
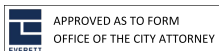
For nongovernmental entities, the law of Texas will apply to this Agreement; venue for any claims will be in the state or federal courts with jurisdiction in Dallas, Texas. For governmental entities, governing law will be in the state in which the entity is a part.

AHA Al Tsai Community Impact VP

Date

A handwritten signature in black ink, appearing to be "Cassie Franklin".

**Mayor Cassie Franklin
City of Everett (Everett Public Library)**



06/04/2025

Date

If shipping equipment: Please confirm the exact address for shipping the blood pressure monitors:

Entity Name: Everett Public Library

Attn: Naomi Clegg

Address: 512 Evergreen Way

City, State, ZIP: Everett WA 98208

**APPROVED AS
TO FORM
WS-CI
Date: 2/10/25**

Attachment A

Equipment Release

As part of this blood pressure improvement initiative, the American Heart Association ("AHA") is providing Automated, Home Blood Pressure Monitors ("Equipment") to Everett Public Library ("Recipient").

Consent to Usage

Recipient acknowledges that it has received the Equipment at no cost for the purpose of conducting health screenings and self-monitoring programs. The program may include, but are not limited to, measuring blood pressure, height, weight, or body mass index.

Disclaimer of Warranty

AHA provides this new Equipment in an "as is" condition with all faults, and makes no warranties or guarantees of any kind, and expressly disclaims any and all warranties of any kind or nature, whether express, implied, or statutory regarding the Equipment, including but not limited to the accuracy, completeness, correctness, timeliness or usefulness of any information, programs, products, services, or other material provided through or derived from use of this Equipment, or of reliability, non-infringement, merchantability or fitness for a particular purpose. AHA makes no representation, warranty or guarantee that use of the Equipment will be uninterrupted, timely, secure, or error free, or free of viruses or other harmful elements, and such warranties are expressly disclaimed.

By accessing or using the Equipment, Recipient agrees to comply with all applicable federal, state, and local laws and/or regulations which may relate to the Equipment, including, but not limited to, any laws related to privacy and/or protection of individual's protected health information.

Provision of Equipment Does Not Amount to Recommendation or Endorsement of Product

AHA's provision of Equipment to Recipient is not intended as a recommendation or endorsement by AHA of the Equipment, the manufacturer, or any related products. AHA shall not be liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any of the Equipment's products or services.

Medical Disclaimer

Recipient acknowledges that AHA's provision of Equipment is to produce general information only. Use of the Equipment is not intended to result in, or to be construed, as medical advice, diagnosis, and treatment by healthcare provider, and/or patients or other individuals, and is not a substitute for consultations with qualified health professionals who are familiar with any patient's individual medical needs.

The health screening measurements, tests, explanations, etc. do not establish a physician-patient relationship. Recipient will ensure its participants understand that any concerns about their health should be immediately addressed by a healthcare provider, and that it is the participant's responsibility, and not that of the AHA, Recipient, or other organizations associated with this health screen, to schedule a visit with a healthcare provider in order to confirm the results of the health screen and to obtain advice and treatment from a healthcare provider.

Limitation of Liability

Recipient agrees not to sue, and to forever and completely release, indemnify, defend, save and hold harmless AHA, its affiliates, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents from all claims arising out of or related to access or use of provided Equipment for this program. In no event will AHA or its affiliates, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents be liable to Recipient, anyone claiming by, through or under Recipient, or anyone else for (i) any decision or action taken, or not taken, in reliance upon the information contained or provided through the Equipment, (ii) claims arising out of or related to the Equipment, (iii) Recipient's use of Equipment, or (iv) for any incidental, indirect, special, consequential or punitive damages, including but not limited to, possible health side effects, loss of revenues, damages, claims, demands or actions. The foregoing release, indemnity, and limitation of liability shall be as broad and inclusive as is permitted by the state in which you operate.

Personal Information

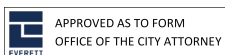
Recipient understands that AHA does not retain screening results or any other information provided by the participants in this program or generated from Recipient's use of the Equipment.

The foregoing release shall be as broad and inclusive as is permitted by the State or Province in which the Recipient is located. If any portion of it is held invalid, the remainder shall continue in full force and effect.

RECIPIENT



Mayor Cassie Franklin
City of Everett (Everett Public Library)



06/04/2025

Date












AHA agreement_5.30.25_SD

Final Audit Report

2025-06-05

Created:	2025-06-04
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 Agreement completed.

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