

INTERLOCAL AGREEMENT
BETWEEN
YAKIMA COUNTY RURAL LIBRARY DISTRICT dba YAKIMA VALLEY LIBRARIES
AND
THE YAKIMA BASIN FISH AND WILDLIFE RECOVERY BOARD
FOR
DEVELOPMENT OF A YAKIMA BASIN NATURAL RESOURCES SPECIAL COLLECTION

This INTERLOCAL AGREEMENT is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW by and between Yakima Valley Libraries, a junior taxing district of Yakima County created pursuant to RCW 27.12.030-.060 with principle business offices located at 102 N. Third Street, Yakima, WA 98901 (hereafter referred to as “YVL”) and the Yakima Basin Fish and Wildlife Recovery Board, an interlocal organization created by participating tribal, municipal and county governments pursuant to Chapter 77.85 RCW98902, located at 1200 Chesterly Drive, Suite 280, Yakima, WA (hereafter referred to as “Recovery Board”). This agreement provides the terms by which YVL and the Recovery Board will work together to develop and maintain a Yakima Basin Natural Resources Special Collection (hereafter referred to as “YBNR”) that includes digital and hard-copy materials pertaining to water, fisheries and natural resources management in the Yakima Basin.

RECITALS

WHEREAS, the Recovery Board is an integral part and active partner in this community, serving it by providing funding and assistance for restoration of fish and wildlife habitat, and playing a critical role in establishing functional partnerships amongst all stakeholders in the Yakima Basin; and

WHEREAS, YVL is a junior taxing district that provides library services throughout Yakima County (with the exclusion of the city of Grandview) with a dedicated professional staff experienced in managing hard-copy and digital archival materials, the skill and resources to maintain durable access to special collections, and to make such materials available to the public, and

WHEREAS, the Recovery Board serves as a clearinghouse for agency reports, academic research, raw data, photographs and other types of gray literature that are unavailable through traditional commercial or academic distribution channels, and wants to ensure that these materials are preserved and made available to researchers and the general public; and

WHEREAS, YVL connects people with ideas by providing high quality information from all points of view. YVL is being asked to provide enduring public access to materials that relate to natural resource management on the regional level. These documents are difficult to locate because they were never retained or digitized, or because they are only available behind a payment wall. YVL wants to provide today’s researchers and tomorrow’s decision makers with high quality information about natural resource management in the Yakima Basin; and

WHEREAS, YVL and the Recovery Board agree that it is in their common interest and to their mutual benefit to work cooperatively to develop and maintain a YBNR collection dedicated to preserving and making documents pertaining to natural resource management publicly available in a manner consistent with each organization’s mission and objectives. Each party agrees that collaboration on the YBNR project allows them to share expertise, equipment and data, to make more efficient use of funds, and to provide a more sustainable outcome.

Now, therefore the two entities agree as follows:

1. Development of the YBNR will be structured as a series of projects, with the budget, goals, and deliverables of each project defined in a project-specific Scope of Service agreement. Attachment A outlines specific tasks for the first of these projects.
2. The parties to this agreement will work cooperatively to develop said Scope of Service documents with project work plans, schedules and budgets, in accordance with mutual basin benefits noted above, the Recovery Board's needs and YVL's policies and available resources.
3. YVL and the Recovery Board agree to perform all work and to furnish all deliverables as outlined in each authorized Scope of Services project agreement.
4. YVL accepts all collection donations in accordance with the Library's Collection Development Policy and the provisions of RCW 27.12.210 and other applicable state laws. The Library will accept only gifts given without restrictions or conditions. Items added to the collection become the property and responsibility of YVL. Items not added to the collection will be considered surplus property and handled accordingly under the directives of RCW 39.33.070, which may include resale to the Library Foundation or Friends of the Library.
5. The parties to this agreement agree to jointly schedule work to be accomplished to meet YVL and Recovery Board timelines and, when necessary, adjust schedules when urgent priorities are identified by both parties.

DUTIES AND RESPONSIBILITIES

A) YVL Responsibilities:

- YVL staff will develop and maintain a publicly accessible web page designed as a point of access to the YBNR.
- YVL staff will perform original and copy cataloging of all formats of YBNR materials to facilitate their identification and access through the library's online catalog.
- YVL will shelve YBNR hard-copy materials as a special collection and make it available in accordance with YVL policies.
- YVL staff will digitize hard copy materials that the Parties agree should be added to YVL's digital archive. The disposition of hard copy materials after digitization is at the discretion of YVL.
- YVL staff will submit monthly invoices to the Recovery Board, detailing the work performed, the hours expended and any expenses incurred.

B) Recovery Board Responsibilities:

- In collaboration with YVL, develop project-specific Scope of Service documentation, to include goals, budget and schedule.
- Provide materials to YVL for consideration for inclusion in the YBNR.
- Provide annotated bibliographies and other background materials to YVL as requested.

- Make funding available to YVL as defined in Scope of Service documentation.
 - Make timely payments of invoices submitted by YVL.
1. **Amendments.** This agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
 2. **Professional Standards.** YVL shall perform the agreed services according to the standard of care ordinarily exercised under similar conditions by similarly qualified professionals who provide similar services.
 3. **Indemnification/Hold Harmless.** YVL and the Recovery Board agree to hold each other and their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees arising out of or resulting from the acts, errors or omissions of the parties in the reasonable performance of their duties under this Agreement, except for those injuries and damages that are caused or are attributable to the negligence of the agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of YVL and the Recovery Board and their officers, officials, employees and volunteers, the parties' liability, including the duty and cost to defend shall be only to the extent of the responsible party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.
 4. **Limitation of Liability.** All actions or proceedings are barred three years after the claiming party knew or should have known of any claim or damage, or five years after substantial completion of the Services, whichever occurs first.
 5. **Attorney's Fees.** If any legal action or proceeding is commenced relating to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.
 6. **Termination.** This agreement may be terminated upon thirty (30) days written notice to the other party. In such event, the Recovery Board agrees to pay to YVL compensation for all services performed to the date of termination and performed pursuant to the scope of work and for all related expenses incurred prior to the effective date of termination.
 7. **Governing Law and Venue.** This agreement shall be governed by the laws of the state of Washington. Venue for any action or proceeding shall be in the Superior Court of Yakima County.
 8. **Survival.** The provisions of this agreement shall survive its termination and completion of services.
 9. **Complete Agreement.** This agreement constitutes the complete and final understanding between the parties and may be amended by the prior written consent of both parties.
 10. **Nondiscrimination.** The parties each agree that in performing its services neither it nor any of its contractors shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

Both parties to this agreement shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
 11. **Assignment.** Neither party shall assign or subcontract any portion of the contracted activities without obtaining prior written approval from the other party.

12. **Severability.** Any provision of this ILA which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.
13. **Term.** The term of this ILA is effective upon the date of execution by both parties and will remain in full force and effect for five (5) years, but shall not be in effect beyond December 1, 2024. Any subsequent amendments to this ILA shall be in writing and executed by both parties.

(Agreement name & number)

DONE this 6TH day of FEB YEAR 2020

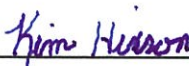
YAKIMA BASIN FISH AND WILDLIFE
RECOVERY BOARD


Adam Fyall, Chairman

Date

6 FEB 2020

YAKIMA VALLEY LIBRARIES


Kimberly Hixson, Executive Director

Date

1-27-2020

**ATTACHMENT A
Scope of Services**

Pilot Project – Initial Development of a Yakima Basin Natural Resources Special Collection

1. The Recovery Board agrees to provide up to 100 documents pertaining to natural resource management to YVL for evaluation as additions to the YBNR.
2. YVL will create YBNR as a central repository of materials relevant to the work of natural resource professionals, educators and the public.
3. YVL will provide the following services under the general term of “development of YBNR” with these specific tasks:
 - a. YVL staff will develop and maintain a publicly accessible web page designed as a point of access to the YBNR.
 - b. YVL staff will perform original and copy cataloging of all formats of YBNR materials to facilitate their identification and access through the library’s online catalog.
 - c. YVL will shelve YBNR hard-copy materials as a special collection and make it available in accordance with YVL policies.
 - d. YVL staff will digitally preserve hard copy materials that the Parties agree should be added to YVL’s digital archive.
4. YVL staff will perform all agreed services in accordance with relevant professional standards.
5. YVL staff will submit monthly invoices to Recovery Board, detailing the work performed, the hours expended, and any expenses incurred.
6. The Recovery Board agrees to pay to YVL a sum not to exceed \$4,000 for services provided under the terms of ATTACHMENT A: Scope of Services Pilot Project – Initial Development of a Yakima Basin Natural Resources Special Collection.
7. YVL will coordinate with the Recovery Board to announce completion of the pilot YBNR project to natural resource agencies and professionals, educators and the public, ideally in conjunction with the opening of the new Northwest Reading Room.
8. Deliverables:
 - a. Creation of the YBNR as a special collection within YVL.
 - b. Creation of a publicly accessible web page that functions as a point of access to the YBNR.
 - c. Up to 100 documents will be cataloged as YBNR materials and be made available to the public through the library’s online catalog in accordance with YVL policies.

BUDGET ESTIMATE

Task	Amount
Pilot Project	
TOTAL (Not to Exceed Amount)	\$4,000