

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 provide public access to Yakima Basin Natural Resources (hereafter referred to as "YBNR") 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 public access to materials pertaining to natural resource management 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. The parties to this agreement will work cooperatively to provide public access to YBNR digital and hard-copy materials pertaining to water, fisheries and natural resources management in the Yakima Basin.
2. The Recovery Board will donate digital and hard-copy materials pertaining to water, fisheries and natural resources management in the Yakima Basin to YVL.
3. YVL accepts all collection donations in accordance with YVL's Collection Development Policy and the provisions of RCW 27 .12.210 and other applicable state laws.
 - 3.1. Items provided by the Recovery Board that are approved by YVL for addition to the Library's collections are accepted and processed at the sole discretion of YVL and become the property of YVL.
 - 3.2. Items not added to the collection will be returned to the Recovery Board. Items not returned to the Recovery Board will be considered surplus property and handled accordingly under the directives of RCW 39.33.070.
4. 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

YVL Responsibilities:

1. YVL will create YBNR as a central repository of materials relevant to the work of natural resource professionals, educators and the public.
2. YVL will scan and digitally publish items intended to be added to YVL's publically accessible digital repository. YVL reserves the right to refuse to digitize any item which, in its judgement, would be a violation of copyright law.
3. YVL will shelve selected YBNR hard-copy materials as a special collection and make them available in accordance with YVL policies. At YVL's discretion, YBNR materials added to YVL's collections will be cataloged to facilitate identification and access through the library's online catalog.
4. YVL will provide quarterly reports to the Recovery Board, detailing YVL activities related to YBNR materials processing.

Recovery Board Responsibilities:

1. The Board will select and deliver items to YVL for consideration for inclusion in the YBNR in accordance with Attachment A: WORKFLOW AGREEMENT.
2. Provide a manifest with each YBNR shipment in accordance with Attachment B: SHIPMENT MANIFEST.
3. Provide a short descriptive abstract and a copyright statement for each item that the Recovery Board recommends for addition to YVL's digital repository.

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.

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.

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.

1. **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.
2. **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.
3. **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.
4. **Survival.** The provisions of this agreement shall survive its termination and completion of services.
5. **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.
6. **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.

7. **Assignment.** Neither party shall assign or subcontract any portion of the contracted activities without obtaining prior written approval from the other party.

8. **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.
9. **Term.** This Agreement shall be effective when executed by the Initiating Parties. This Agreement shall continue in effect for five (5) years subject to renewal in accordance with the provisions of this Agreement.
 - 9.1. **Renewal.** This Agreement shall be automatically renewed for successive terms of five (5) years unless earlier terminated in accordance with the provisions of this Agreement.
 - 9.2. **Termination.** This agreement may be terminated without cause or compensation by either party upon thirty (30) days written notice to the other party.

We, the undersigned, have agreed on the contents of this MOU. Any changes must be agreed to in writing by both parties.

Monty Zell - CHAIR
Authorized Signature from YBFWRB

Al Rankin Interim Exec. Dir ^{for}
Authorized Signature from Yakima Valley Libraries

19 MAY 2022
Date

5/20/2022
Date

Attachment A: WORKFLOW AGREEMENT

This WORKFLOW agreement between YVL and the Recovery Board addresses the rate of transfer of donated items from the Board to YVL.

The Board has agency reports, academic research, raw data, photographs and other types of gray literature they want to donate to YVL for addition to the YBNR collection. Because YVL has finite resources to process and shelve donated items, the parties to this agreement agree to the following:

1. To improve communication and provide a more transparent workflow, The Board and YVL agree to use the shared workbook "Yakima Basin Natural Resources" to document item transfer, processing and final disposition of items donated to YVL by The Board.
2. The Board will select and document items to be added to the YBNR using the YBNR spreadsheet "Intake."
3. The Board will create a shipment manifest using the YBNR spreadsheet "Shipment."
4. The Board will notify YVL when a shipment is ready for delivery.
 - 4.1. If YVL approves the delivery, The Board will deliver the shipment to YVL.
 - 4.2. If YVL postpones the delivery, The Board will hold the shipment until YVL approves shipment.
5. YVL will confirm receipt of each shipment with The Board.
6. YVL will process each donated item according to format and YVL policy. Processing details will be recorded using the Yakima Basin Natural Resources spreadsheet "Final."
7. Shipment size and the rate of material transfer may be adjusted at the request of either party.
8. The WORKFLOW path is cyclical; The Board continuously selects and delivers items intended to be added to the YBNR. YVL accepts shipments at a rate of transfer to match YVL's storage space and processing staff.

Attachment B: SHIPMENT MANIFEST

The table below mirrors the shared workbook "Yakima Basin Natural Resources: Sheet "Shipment."

This sheet will auto populate with data entered on Sheet "Intake."

Shipment ID	Shipment Date	Number of Unbound print documents	Number of Bound print documents	Maps documents	Digital documents	Shipment Total
100						0
101						0
102						0
103						0
104						0
105						0
106						0
107						0
108						0
109						0
110						0