

When recorded or posted, return to:

G.SCOTT BEYER
Menke Jackson Beyer, LLP
807 North 39th Avenue
Yakima, WA 98902

**INTERLOCAL AGREEMENT FOR
USE OF LIBRARY FACILITIES**

Reference nos. of docs.
assigned or released: n/a

Grantor: CITY OF UNION GAP WASHINGTON

Grantee: YAKIMA COUNTY RURAL LIBRARY DISTRICT,
OPERATING AS THE YAKIMA VALLEY LIBRARIES

Legal description: Parcel "A" – The North 82 feet of Lot 1, Block 2, Yakima City (Now Union Gap), according to the official plat thereof recorded in Volume "A" of Plats, Page 33, records of Yakima County, Washington; Together with that portion of alley vacated by City of Union Gap Ordinance No. 2967, accruing thereto; Situated in Yakima County, State of Washington

Assessor's Parcel No.: 19120532552

THIS AGREEMENT pursuant to the provisions of RCW 39.34, *et seq.*, is by and between the CITY OF UNION GAP, a municipal corporation, hereinafter referred to as the "City," and the YAKIMA COUNTY RURAL LIBRARY DISTRICT, operating as YAKIMA VALLEY LIBRARIES, a rural county library district, hereinafter referred to as the "District" or "Yakima Valley Libraries,"

RECITALS:

A. The City owns the following described real property in Yakima County, Washington:

Parcel "A" – The North 82 feet of Lot 1, Block 2, Yakima City (Now Union Gap), according to the official plat thereof recorded in Volume "A" of Plats, Page 33, records of Yakima County, Washington; Together with that portion of alley vacated by City of Union Gap Ordinance No. 2967, accruing thereto; Situated in Yakima County, State of Washington.

The west 2,538 sf. of the 4,998 sf. building known as the Union Gap Library and Community Center Building located on the City of Union Gap, Civic Campus 108 W Ahtanum Rd, Suite B, Union Gap, Union Gap Washington; hereinafter referred to as "Library Premises".

B. The City has become a part of the District by annexation.

C. The City desires for the benefit of the residents of the City and residents within the District to provide the Library Premises to Yakima Valley Libraries for use as a library.

D. The District desires for the benefit of the residents of the City and residents within the District to provide library services and library determined programs.

E. The purpose of this Agreement is to set forth the responsibilities of the parties with the respect to the Library Premises.

AGREEMENT:

The parties agree as follows:

1. ORGANIZATION

No separate legal or administrative entity shall be created as a result of this Agreement. Each of the parties is acting independently of the other in entering into this Agreement and in exercising its rights and in carrying out its responsibilities pursuant to this Agreement. In no event shall the parties be deemed to be partners or a joint venture, or the agent for the other party.

2. PURPOSE

The purpose is set forth in the recitals.

3. USE OF PREMISES

The City hereby provides use to Yakima Valley Libraries and Yakima Valley Libraries hereby occupies said space from the City, the Library Premises as described herein.

4. CONSIDERATION FOR USE

Consideration for use of the City's facility; see items 7 & 9.

5. TERM OF USE

The term of this Agreement shall be valid from the date of Yakima Valley Libraries occupancy of the Library Premises and end on December 31, 2025, provided, either party may elect to terminate this Agreement by giving the other party written notice of termination at least 1 year prior.

Upon termination, all permanent alterations or improvements made and paid for by Yakima Valley Libraries to the Library Premises, other than property or materials purchased by or gifted to Yakima Valley Libraries and tagged/stamped as property or materials of Yakima Valley Libraries, shall become the property of the City and be surrendered with the premises.

Both parties agree to discuss renewing the contract and agree to make a decision on or before July 1, 2025 to allow both parties time to make modifications to their perspective budgets. Any needs, concerns, or proposed changes shall be submitted to the Union Gap City Manager for consideration.

6. OPERATION OF LIBRARY PREMISES

Yakima Valley Libraries shall utilize the Library Premises for operating and continuing a public library consistent with the operation of other Community Libraries of the Yakima Valley Libraries in Yakima County, Washington. Yakima Valley Libraries shall at all times be in compliance with applicable statutes, laws, regulations and ordinances, and should not allow the Library Premises to be used for any unlawful purpose. As long the City of Union Gap remains annexed into the Yakima County Rural Library District; Yakima Valley Libraries agrees that it shall make available to the residents of Union Gap the resources and library services generally available throughout the Library District.

Yakima Valley Libraries shall also have access to utilize the Union Gap Community Center for library programs or training upon availability of the space.

By the last business day in February each year, Yakima Valley Libraries shall provide a copy of their annual report that includes information and statistics

regarding circulation, programs, and computer use at Yakima Valley Libraries to include the Union Gap Library to the Union Gap City Council. Yakima Valley Libraries will determine if the information around circulation, programs, and computer use may be in the form of an annual written report, an annual presentation to the City Council, or both.

A. **Library Materials:** In the provision of books and non-print materials by the District, the collection for a community library shall depend on the population served, the shelf space available, the use made of the materials, and the funds available in the district-wide materials budget. The District has the sole responsibility for the selection and maintenance of such materials. In addition, the District shall make all decisions regarding disposition of gifted materials and equipment. Regulations governing the use of the library and its collection will be set by the District.

B. **Library Staff:** Yakima Valley Libraries shall provide competent and qualified staff suitable for rendering library services to the public and shall have sole responsibility for all personnel administration, including selection, training, discipline and other personnel administrative functions.

C. **Hours of Service:** Regular hours of service will be determined by the Yakima Valley Libraries, taking into account the population served, the use made of the facilities, and the funds available in the district-wide staff budget.

7. MAINTENANCE AND REPAIR

Yakima Valley Libraries, at its sole cost and expense, shall keep and maintain the interior of Library Premises in an attractive, clean, sanitary and usable condition. Yakima Valley Libraries' responsibilities shall include routine and minor repairs along with janitorial cleaning services. The City shall be responsible for keeping and maintaining the interior of the common areas and the Community Center Premises in an attractive, clean, sanitary and usable condition including the providing of janitorial cleaning services for the Lobby and Community Center Portions of the Building. Yakima Valley Libraries agrees to reasonably cooperate with the City in any applications by the City for grant funding that could be used to pay for necessary capital improvements to the Union Gap Library and Community Center Building that would benefit the Library Premises and services and programs provided by Yakima Valley Libraries.

8. ACCESS

The City of Union Gap will establish a keycard entrance system for use of the Library Premises and will provide access to authorized staff of Yakima Valley Libraries as required.

9. UTILITIES

A. The City shall be responsible for the following utility charges for the Library Premises: water, sewer, garbage, and power.

B. Yakima Valley Libraries shall be responsible for phone and internet as well as gas for the library portion of the premises. In addition, Yakima Valley Libraries will contribute towards the utilities paid by the City by paying a flat annual fee to the City as follows:

i. For the first year of this Agreement, Yakima Valley Libraries will pay to the City a flat rate for utilities in the amount of \$3,000. The City will invoice Yakima Valley Libraries and the fee will be payable in one lump sum within thirty (30) days of the signing of this Agreement.

ii. In 2025, the yearly fee will increase to \$5,000 and will be payable in one lump sum within thirty (30) days of receiving the invoice from the City, which will be sent in January.

10. ALTERATION, MODIFICATION AND CAPITAL IMPROVEMENTS

Yakima Valley Libraries shall make no alteration, modification and/or capital improvement to the Library Premises without the prior written consent of the City. Should the City consent to an alteration, modification and/or capital improvement, the same shall be constructed at the sole cost and expense of the Yakima Valley Libraries unless agreement for a library capital facilities area or other funding source, including City, is established by the parties.

11. ASSIGNMENT

Yakima Valley Libraries shall not assign this Agreement or any of its rights, obligations or privileges hereunder without the prior written consent of the City.

12. INSURANCE

Yakima Valley Libraries shall maintain fire and casualty insurance insuring the personal property of the Yakima Valley Libraries within the Library Premises against fire and other casualty for the full replacement value thereof. Yakima Valley Libraries shall also provide general liability insurance in the sum of not less than two-million dollars (\$2,000,000.00) for injury to persons or property suffered within the Library Premises during the term of this Agreement. The City shall maintain fire and other casualty insurance on the Library Premises building for full replacement value thereof.

13. WAIVER OF SUBROGATION

The City and Yakima Valley Libraries do hereby release and discharge each other from and against all liability for loss or damage caused by any of the perils covered by insurance policies which are in force and effect at the time of any such loss or damage, even though such loss or damage may be due to the negligence, act, or neglect of either the City or Yakima Valley Libraries or agents or employees of either party. It is expressly understood and agreed that it is the intention hereof to constitute a waiver and release of any and all subrogation rights which the insurance companies might have under such insurance policies.

14. INDEMNITY

Yakima Valley Libraries shall protect, defend, indemnify, and hold the City harmless from and against any and all claims, demands, damages, or causes of action, including attorney's fees, of any nature, for injury to persons or property occurring on the Library Premises or in any way connected with or growing out of the operation and use of the Library Premises by Yakima Valley Libraries. The City shall protect, defend, indemnify, and hold harmless the Yakima Valley Libraries from and against any and all claims, demands, damages, or causes of action, including attorney's fees, of any nature, for injury to persons or property as a result of the negligence, act, or neglect of the City or its agents or employees.

15. TERMINATION OF USE FOR BREACH OR VIOLATION OF PROVISIONS.

In the event either party breaches or violates any of the provisions of this Agreement, either party can provide written notice of the breach or violation and provide in the notice that the breach or violation must be remedied or cured within thirty (30) days. Should either party not cure or remedy the breach within said thirty (30) day period, this Agreement may be terminated. Upon termination of this Agreement, Yakima Valley Libraries will surrender back the premises within a forty-five (45) day period in the same condition that existed at the commencement of this Agreement, reasonable wear and tear excepted.

16. FINANCE

The financial responsibilities of the parties with respect to the Library Premises are set forth in 7 & 9 above. Each of the parties shall be responsible to include in its budget funding for its share of the costs and expenses associated with this Agreement.

17. ADMINISTRATION

The chief executive officer of each of the parties shall designate a representative to represent its interest in the administration of this Agreement. Any dispute arising in the administration of this Agreement shall be submitted to such

representatives for resolution, who shall than meet in good faith to resolve such dispute.

18. ATTORNEY FEES

In the event legal proceedings are initiated by either party to this Agreement to enforce any of the terms or conditions set forth in this Agreement, in addition to the cost of suit, the prevailing party shall be entitled to an award of reasonable attorney fees.

19. GENERAL TERMS

This Agreement contains the entire understanding between the parties; there are no verbal representations or promises that are binding on the parties; this Agreement may be amended only by a written instrument executed with the formality as this Agreement; and in the event any provision of this Agreement is determined to be invalid, the remainder of this Agreement shall remain valid and enforceable.

20. FILING

A copy of the Agreement shall be filed with the Yakima County Auditor or, alternatively, listed by subject on each party's web site or other electronically retrievable public source.

21. DATE OF AGREEMENT

The date of this Agreement shall be the date it is signed by the Yakima Valley Libraries.

(Signature Page to Follow)

CITY OF UNION GAP

By: Sharon Bounds
Sharon Bounds, City Manager

Date: 7/8/2024

ATTEST:

Lynette Bisconer
Lynette Bisconer, City Clerk

YAKIMA COUNTY RURAL LIBRARY DISTRICT, OPERATING
AS YAKIMA VALLEY LIBRARIES

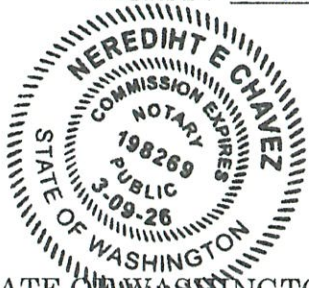
By: Candelaria Mendoza
Candelaria Mendoza, Executive Director

Date: 7/22/24

STATE OF WASHINGTON)
: ss.
County of Yakima)

I certify that I know or have satisfactory evidence that Sharon Bounds and Lynette Biscaner are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the City Manager and City Clerk, respectively, of the City of Union Gap to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7.8.24

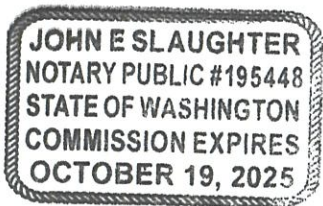


Neredi E Chavez
Neredi Chavez ←print name
NOTARY PUBLIC in and for the State of Washington.
My appointment expires: 3.9.26

STATE OF WASHINGTON)
: ss.
County of Yakima)

I certify that I know or have satisfactory evidence that Candelaria Mendoza is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the EXECUTIVE DIRECTOR of the YAKIMA COUNTY RURAL LIBRARY DISTRICT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7-22-24



John Slaughter
←print name
NOTARY PUBLIC in and for the State of Washington.
My appointment expires: 10-19-25