

INTERAGENCY AGREEMENT BETWEEN  
THE WASHINGTON STATE LAW LIBRARY  
AND  
THE EVERGREEN STATE COLLEGE

Pursuant to Chapter 39.34 RCW, this Interagency Agreement is entered into by the **Washington State Law Library** (hereinafter referred to as the **Law Library**) and by **The Evergreen State College**, acting as the fiscal and operating agent for the **Cooperating Libraries in Olympia Project**, a joint cooperation project of **The Evergreen State College**, **The Washington State Library** and **Saint Martin's College** (hereinafter referred to as **Evergreen**).

I. PURPOSE

The purpose of this agreement is to allow **Evergreen** to provide consulting services with respect to support and maintenance of the **Law Library's** Innovative Interfaces Innopac integrated library automation system.

II. PERIOD OF PERFORMANCE

The term of this Interagency Agreement shall commence on the date it is signed, and shall continue through June 30, 2003. This agreement will be renewed for each fiscal year thereafter (July 1 through June 30), unless one of the parties hereto shall notify the other party in writing of its intent not to renew in accordance with the **Termination** provisions of this agreement.

III. SCOPE OF WORK

Services provided hereunder are intended to supplement hardware and software maintenance services provided to the **Law Library** under its contract(s) with Innovative Interfaces, Inc.

A. Typical work performed under this agreement:

- Non-routine troubleshooting of software and hardware problems;
- Advice on and assistance with use of the Innopac software;
- Corrections and changes to the Library's public catalog web pages;
- Assistance with changes to Innopac parameters and system options;
- Assistance with implementation of new Innopac software modules;
- Assistance with changes in library services used in support of Innopac, such as OCLC and remote reference databases;
- Liaison as needed with Administrative Office of the Courts networking staff;
- Liaison as needed with Innovative Interfaces customer support staff.

B. This agreement covers services only. Other items used in the operation of the **Law Library's** Innopac system, such as computer hardware, software and supplies are not provided by **Evergreen** under this agreement.

C. Services provided under this agreement are limited to 16 hours per month.

IV. SERVICE AVAILABILITY

In general, services provided under this agreement shall be available during ordinary business hours. The actual schedule for each instance of service hereunder shall be determined by the **Evergreen** Library System Manager, in consultation with the Law Librarian at the **Law Library**.

V. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VI. CONFIDENTIALITY OF RECORDS

While providing services to the **Law Library** under the terms of this agreement, **Evergreen** staff shall abide by all **Law Library** policies including, but not limited to, policies protecting confidentiality of library user information and computer and network passwords.

VII. COMPENSATION

The **Law Library** agrees to reimburse **Evergreen** for **Evergreen** staff time spent performing work under this agreement.

- A. At the commencement of this agreement, compensation shall be calculated at an hourly rate of \$30.00. Changes to the rate of compensation may occur on each renewal date of this agreement.
- B. The minimum increment of time recorded for compensation shall be fifteen minutes.
- C. Time recorded for compensation will include travel time.

VIII. BILLING PROCEDURE

**Evergreen** shall provide the **Law Library** with monthly bills for time spent performing work under this agreement, except that no billing shall occur and no compensation shall be required for months in which time recorded totals less than one hour. **Law Library** shall remit payment within 30 days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

IX. CONTRACT MANAGEMENT

- A. Formal management of this agreement shall be carried out jointly by the Law Librarian at the **Law Library** and the Dean of Library Services at **Evergreen**.
- B. Authorized signatories for this agreement are Vice President of Finance and Administration for **Evergreen** and the Law Librarian for the **Law Library**.
- C. Staff contacts are designated as the Library System Manager for **Evergreen** and the Law Librarian for the **Law Library**.

X. DISPUTES

Any dispute arising under this agreement shall be resolved by negotiation between the Law Librarian for the **Law Library** and the Dean of Library Services for **Evergreen**.

XI. TERMINATION

- A. Agreement may be terminated by either partner on ninety days written notice.
- B. The two parties mutually may agree in writing to terminate this agreement at any time.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed and interpreted in accordance with those laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and conditions as contained in this basic contract instrument
- Statement of Work
- Any other provision, term, or material incorporated by reference or otherwise incorporated in this Contract/Grant Agreement

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement, unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such a remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. NONDISCRIMINATION

Each party shall comply with all federal and state nondiscrimination laws, regulations and policies.

XVII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

XVIII. ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter to this agreement shall be deemed to exist or to bind any of the parties hereto.

Dated:  
Washington State Law Library

Dated:  
The Evergreen State College

By Kay E Newman  
Kay Newman  
State Law Librarian

By Ann Daley 2-12-03  
Ann Daley  
Vice-President for Finance and Administration