

Yale Valley Library District

Regular Meeting

February 11, 2021 6:00PM

Location: Virtual Meeting

Participation will be available to the public.

Virtual Meeting: meet.google.com/ykp-bqpr-fon (copy & paste this address into your browser)

OR

Conference Call: +1 920-238-3093; PIN: 498 390 093#

AGENDA

Public Meeting

- | | |
|--------------------------------------------------------------|-------------|
| 1. Call to Order | 6:00 pm |
| 2. Agenda Approval | Action |
| 3. Introductions & Welcomes / Chair Announcements | Information |
| 4. Open Yale Board Positions | Information |
| 5. Consent Agenda | Action |
| a. Minutes Approval: January 14, 2021 | |
| b. Approval of building project bills: Reviewed by Tina Moir | |
| 6. Financial Report: Carrie Greenwood | Information |
| 7. Building Project | Information |
| a. Project Update: Jay McCuiston | |
| b. Close out Pacific Tech contract | Action |
| c. Budget | |
| d. Landscaping: Amelia Shelley | |
| 8. FVRL Contract | Information |
| 9. Meeting Room Policy | Information |
| 10. COVID-19 Update for Yale: Amelia Shelley | Information |
| 11. Branch Manager Report: Jennifer Hauan | Information |
| 12. Citizen Comments | |
| 13. Board Comments | |
| 14. Adjournment | |

Yale Valley Library District

Regular Meeting Minutes

January 14, 2021

Location: Virtual Meeting

Attendees:

YVLD Board of Trustees: Eric Reese, Tina Moir, Chris Conroy, Bob Appling, Kathi Wheeler

FVRL: Amelia Shelley, Carrie Greenwood, Jennifer Hauan

Guests: Victoria Johnson, Wayne Achen

1. Call to Order: Reese called the meeting to order at 6:03 P.M.
2. Agenda Approval: Wheeler moved to approve the January 14 agenda. Conroy seconded the motion. The motion was approved by each trustee.
3. Introductions & Welcomes / Chair Announcements: Reese reported that the only news he had was that the green trim was painted on the building today and it looks really nice.
4. Consent Agenda:
 - a. Minutes Approval, November 12, 2020: Conroy moved to approve the November 12 minutes. Reese seconded the motion. The motion was approved by Reese, Conroy, and Appling. Moir and Wheeler abstained.
 - b. Minutes Approval, December 10, 2020: Moir moved to approve the December 10 minutes. Wheeler seconded the motion. The motion was approved by Reese, Moir, Conroy, and Wheeler. Appling abstained.
 - c. Approval of building project bills, reviewed by Eric Reese: Conroy moved to approve payment of the invoice dated 1-6-2021 in the amount of \$91,909.76. Wheeler seconded the motion. The motion was approved by each trustee.
5. Financial Report: Greenwood presented the December 2020 Financial Statement. Conroy asked about the 2020 Budget figures; Greenwood will change them to reflect the amended 2020 budget approved in December.
6. Building Project Update: Shelley reported the updated schedule for completion of the building is February 1st. The drywall is almost done, interior painting should start next week; the carpet is due next week; finishing up on the plumbing and lighting. The furniture and shelving should arrive by the beginning of February. Trustees need to decide on roller blinds; Shelley will send more information via email.

No progress has been made on the squatter issue. Sheriff department claims the owner has known for some time about the squatters, and it's now just a civil issue. Reese said that they have been there 3 to 4 months maximum. The contractors have removed the power pole that the squatters had been tapping into so they are no longer able to steal

electricity. McCuiston has tried to contact the squatters but no one ever appears to be around. FVRL will continue to work with the owner to resolve the issue.

Shelley said that they are working with the Woodland School District (WSD) to get a separate address for Yale Library. WSD is having problems getting any responses from the county planning department.

7. Revised FVRL Draft Contract: Shelley explained possible changes in the FVRL Contract with YVLD. This draft is just a beginning document. The first years of operation of Yale Library will yield more accurate operating costs.
8. 2021 Board Meeting Schedule: an amended meeting schedule was presented. The previous schedule erroneously set April's meeting date for the 3rd Thursday of the month rather than the 2nd Thursday.
9. COVID-19 Update for Yale: Shelley reported that on Jan 11, the library returned to Phase 1 as part of a new Southwest Region composed of Clark, Cowlitz, Wahkiakum, Skamania, and Klickitat counties. No county can move into a new phase until all the counties are ready to move. They are still waiting to learn what the Phase 1 and 2 guidelines are for libraries. Shelley is working to get library workers classified at a higher risk so they can get vaccinated sooner.
10. Branch Manager Report: Hauan reported that curbside service is going "great guns". Woodland is seeing increasing usage while Yale is holding steady. As soon as she gets the okay, she will start doing curbside service in the Yale Library parking lot.
11. Citizen Comments: Johnson asked if there was a plan for landscaping. Shelley will put landscaping on the agenda for next month's meeting.
12. Board Comments: Appling will be absent from May to October 2021 with no internet access. Conroy reported that she knows someone who is interested in filling any position where it is most needed. Conroy's second term ends July 2021 which will create another open position. How best to fill these positions will be on next month's agenda.

Wheeler asked about a policy on use of the community room. A meeting room policy discussion will be added to next month's agenda.
13. Adjournment: Wheeler moved to adjourn the meeting. Appling seconded the motion. The meeting adjourned at 7:18 P.M.

YVLD Board Chair

Date

Yale Valley Library District

For the Month Ending January 31, 2021 (With Year-to-Date Totals)

Statement of Cash

December 31, 2020 Ending Cash Balance	\$984,417
Year-to-date Revenue Received	\$2,091
Year-to-date Expenditures	\$233,033
Cash Balance December 31, 2020	\$753,475

Yale Valley Library District

For the Month Ending January 31, 2020 (With Year-to-Date Totals)

Revenue

Description	2021 Budget	January 2021 Revenues	All Revenue Received thru January 2021	Year -to - Date Annual Budget Percent
Property Taxes				
311.10 Property Tax Collections - Yale Valley District	\$ 119,626	\$ 1,247	1,247	1.04%
Total Property Taxes	119,626	1,247	1,247	1.04%
Other Taxes				
317.2 Leasehold Excise Tax	\$0	\$0	\$0	0.00%
Total Other Taxes	0	0	\$0	0.00%
Intergovernmental, Grants & Contracts				
335.02 DNR - Timber Revenue	35,000	87	87	0.25%
335.02 DNR - Other Revenue	100	-	-	0.00%
335.02 State Capital Grant	-	-	-	0.00%
Total Intergovernmental, Grants & Contracts	35,100	87	87	0.25%
Miscellaneous				
361.11 Investment Interest	7,500	757	757	10.09%
367-10 Non-Governmental Contributions	2500	-	-	0.00%
367-10 Grant Revenue	5,000	-	-	0.00%
369.90 Miscellaneous Revenue	250	-	-	0.00%
Total Miscellaneous	15,250	757	757	4.96%
Total Revenue:	\$ 169,976	\$ 2,091	\$ 2,091	1.23%
Transfer from Reserves	\$ 560,024	\$ -	\$ -	0.00%
Total Revenue and Reserves	\$ 730,000	2,091	2,091	0.29%

Expenses

Description	2021 Budget	Expenses	Expenses Year-to-Date Totals	Year to Date Annual Budget Percentage
Other Services / Charges				
572.41 Professional Services	120,000	-	-	0.00%
572.41 Professional Services-Fundraising/Architect	10,000	205	205	2.05%
572.62 Capital Outlay	600,000	232,828	232,828	38.80%
Grand Total Expense:	\$ 730,000	233,033	233,033	31.92%

Net Cash Activity	(230,942)
Jan. 1, 2021 Cash with County Treasurer	984,417
Ending Cash	753,475

Non-Capital Reserve	318,619
Capital Reserve	434,856
Total	753,475

Yale Valley Library District

For the Month Ending January 31, 2021 (With Year-to-Date Totals)

Schedule of Reserves

*Non Cash Activity
Grant ran Through Fort Vancouver
Regional Libraries*

State of Washington Grant		\$291,000.00 Grant Award	Ran Through FVRL's Books
Non Capital Reserve Beginning Balance 01/01/2021	\$317,372		
Property Tax Collections (Revenue)	1,247		
Other Taxes (Revenue)	-		
Professional Expenses (Expenses)	-	(31,264) 58	
Non Capital Reserve Ending Balance 1/31/2021	\$318,619		
Capital Reserve Beginning Balance 01/01/2021	\$667,045		
Intergovernmental Grants and Contracts (Revenue)	87		
Miscellaneous (Revenue)	757		
Professional Services Architects (Expenses)	(205)		
Capital Out lay (Expenses)	(232,828)	(2,526)	
Capital Reserve Ending Balance 1/31/2021	\$434,856	(155,194)	
Total Non Capital and Capital Reserves	\$753,475		
		\$102,073.52 Grant Remaining to apply to expenses for November	
Note: The State Capital Grant was received by FVRL and passed through to Yale by offsetting expenses in the same a		-\$237,768.30 November Billing Offset	
		-\$5,428.46 December Billing Offset	
		-\$141,123.24	Transferred On 01/11/2021

Fort Vancouver Regional Library District

Claim Voucher

PACI0022

PACIFIC TECH CONSTRUCTION
1302 WALNUT ST

Date 01/22/2021

Warrant 111510

Amount 92,819.75

Date	Invoice/Account No.	Description	Type	Amounts
01/10/2021	5 007-101-020-10-62-00	CONT SVC YALE-CAPITAL	Invoice	92,819.75 92,819.75

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just due and unpaid obligation against the Fort Vancouver Regional Library District and that I am authorized to authenticate and certify to said claim.

APPROVED FOR PAYMENT

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

TO: Jay Mcuiston
Fort Vancouver Library District

PROJECT: Yale Valley Community Library
11842 Lewis River Road, Ariel 98603

APPLICATION NO: 5
APPLICATION DATE: 1/10/2021
PERIOD FROM: 1-Dec-20
TO: 10-Jan-21

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM: Pacific Tech Construction
1302 Walnut St.
Kelso, WA 98626

FOR:

CONTRACT DATE: 4/23/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change orders approved in previous months by Owner				
TOTAL				
Approved this Month				
Number	Date Approved			
TOTALS			\$0.00	\$0.00
Net change by Change Orders				\$0.00

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	\$952,161.00
Net change by Change Orders	\$0.00
CONTRACT SUM TO DATE	\$952,161.00
TOTAL COMPLETED & STORED TO DATE	\$697,691.00
(Column G on G703)	
Retainage 5%	\$34,884.55
or total in Column I on G703	
TOTAL EARNED LESS RETAINAGE	\$662,806.45
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$569,986.70
CURRENT PAYMENT DUE	\$92,819.75

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR:

By: _____ Date: _____

State of: Washington County of: Cowlitz
Subscribed and sworn to before me this _____ day of _____, 20____
Notary Public
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **\$92,819.75**
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT: _____

By: [Signature] Date: 1/11/2021
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

Date: <u>1/22/21</u>	Rec'd by: <u>[Signature]</u>
Date: <u>1/22/21</u>	Aprvd by: <u>[Signature]</u>
Directors Signature: _____	
Budget number	Amount

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulation below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 5
 APPLICATION DATE: 1/10/201
 PERIOD FROM: 1-Dec-20
 TO: 10-Jan-21
 PROJECT NUMBER: 200017

ITEM No.	DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED			G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % G / C	I BALANCE TO FINISH C - G	RETAINAGE
			D Previous Applications	This Application					
				F Work in Place	F Stored Materials (not in D or E)				
1	Submit Bond	\$8,966.00	\$8,966.00	\$0.00	\$0.00	\$8,966.00	100.00%	\$0.00	\$448.30
2	Mobilize	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$1,250.00
3	Survey Site	\$10,320.00	\$10,320.00	\$0.00	\$0.00	\$10,320.00	100.00%	\$0.00	\$516.00
4	Over Excavate For Buidling Foundation	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$1,750.00
5	Trench for utilities	\$12,600.00	\$12,600.00	\$0.00	\$0.00	\$12,600.00	100.00%	\$0.00	\$630.00
6	Excavate for light pole bases	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$750.00
7	Set Pole Bases	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00	100.00%	\$0.00	\$925.00
8	Rough in light poles Electrical Form footings and install	\$15,600.00	\$15,600.00	\$0.00	\$0.00	\$15,600.00	100.00%	\$0.00	\$780.00
9	Reinforcement Rough in Underground plumbing and	\$42,500.00	\$42,500.00	\$0.00	\$0.00	\$42,500.00	100.00%	\$0.00	\$2,125.00
10	Electric	\$26,500.00	\$26,500.00	\$0.00	\$0.00	\$26,500.00	100.00%	\$0.00	\$1,325.00
11	Pour Footings	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
12	Strip Footing	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100.00%	\$0.00	\$625.00
13	Form Slab	\$27,500.00	\$27,500.00	\$0.00	\$0.00	\$27,500.00	100.00%	\$0.00	\$1,375.00
14	Pour 4" slab	\$42,500.00	\$42,500.00	\$0.00	\$0.00	\$42,500.00	100.00%	\$0.00	\$2,125.00
15	Frame Exterior Walls and Interior Bearing Walls	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00	100.00%	\$0.00	\$925.00
16	Hang Trusses	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	100.00%	\$0.00	\$825.00
17	Sheet Roof Install T&G	\$58,500.00	\$47,500.00	\$11,000.00	\$0.00	\$58,500.00	100.00%	\$0.00	\$2,925.00
18	Install Metal Roofing	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	100.00%	\$0.00	\$825.00
19	Sheet and Wrap Ext bldg	\$58,485.00	\$55,000.00	\$2,000.00	\$0.00	\$57,000.00	97.46%	\$1,485.00	\$2,850.00
20	Rough in Electrical	\$36,500.00	\$36,500.00	\$0.00	\$0.00	\$36,500.00	100.00%	\$0.00	\$1,825.00
21	Rough in Plumbing	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00	\$2,250.00
22	Rough in Mech	\$53,168.00	\$48,000.00	\$5,168.00	\$0.00	\$53,168.00	100.00%	\$0.00	\$2,658.40
23	Install Siding	\$18,450.00	\$0.00	\$18,450.00	\$0.00	\$18,450.00	100.00%	\$0.00	\$922.50
24	Install Insualtion	\$35,587.00	\$0.00	\$35,587.00	\$0.00	\$35,587.00	100.00%	\$0.00	\$1,779.35
25	Hang Gypsum	\$35,587.00	\$0.00	\$6,500.00	\$0.00	\$6,500.00	18.27%	\$29,087.00	\$325.00
26	Install Sidewalks	\$25,000.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	6.00%	\$23,500.00	\$75.00
27	Tape/Finish/Texture Gypsum	\$32,000.00	\$0.00	\$17,500.00	\$0.00	\$17,500.00	54.69%	\$14,500.00	\$875.00
28	Prime Paint Exterior	\$17,852.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,852.00	\$0.00
29	Prime Paint Interior	\$22,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,500.00	\$0.00
30	Install Cabinets	\$16,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,500.00	\$0.00
31	Finish Carpentry	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,000.00	\$0.00
32	Install Flooring	\$39,855.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$39,855.00	\$0.00
33	Electrical Finish	\$15,560.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,560.00	\$0.00
34	Plumbing Finish	\$26,631.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,631.00	\$0.00
35	Mech Finish	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
35	Project Close Outs	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
		\$952,161.00	\$599,986.00	\$97,705.00	\$0.00	\$697,691.00	73.27%	\$254,470.00	\$34,884.55

Purchase Order



FVRLibraries
FORT VANCOUVER REGIONAL LIBRARIES

Page 1/1
Purchase Order
Purchase Order No. 008596
Date 7/15/2020

Ft Vancouver Reg Library Dist
1007 E Mill Plain Boulevard
Vancouver WA 98663

COPY

Vendor: PACIFIC TECH CONSTRUCTION
1302 WALNUT ST
KELSO WA 98626

Ship To: Ft Vancouver Reg Library Dist
1007 E Mill Plain Boulevard
Vancouver WA 98663

On VISA _____

^ Changed Since the Previous Revision

Contract Number:	Payment Terms	Confirm With

L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price
Shipping Method		Reference Number	FOB	Budget #			
1	YALE VALLEY LIBRARY CO		7/15/2020	Each	10	\$95,216.1000	\$952,161.00
	DELIVERY	YALE VALLEY LIBRARY CONSTRUCTI	None	007-101-020-10-62-00			

Subtotal	\$952,161.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$952,161.00

If charges will exceed 10%, you must call FVRL Finance (360) 906-5060 for an updated purchase order. Shipping charges in excess of the amount listed will not be honored.

Authorized Signature

7/20/2020

Date

Approved in fiscal year budget

New Request

Order Placed By (Print)

Date



FVRLibraries
FORT VANCOUVER REGIONAL LIBRARIES

Page 1/1
Invoice 0897
Date 2/3/2021

Bill To: YALE VALLEY LIBRARY DISTRICT
PO BOX 434
ARIEL WA 98603

Remit To: Fort Vancouver Regional Library District
1007 E. Mill Plain Boulevard
Vancouver, WA 98663

Please return a copy of this invoice with payment.

Purchase Order No.		Customer ID	Payment Terms			
		YALE0001				
Qty		Description			Unit Price	Ext. Price
1		PACIFIC TECH CONSTRUCTIO			\$92,819.75	\$92,819.75

Subtotal	\$92,819.75
Tax	\$0.00
Total	\$92,819.75

Vendor	Subtotal	Vendor Billed	Detail
3 FORM	1,847.92	1/6/2021	Display wall detail
ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, INC	7,721.21	12/9/2020	Archeological survey
BIGGS INSURANCE SERVICES	8344	8/31/2020	Builder's Risk
COLUMBIA WEST ENGINEERING, INC	4,844.49	8/31/2020	Testing
COLUMBIAN	43.98	7/2/2020	Advertising
COWLITZ COUNTY BUILDING & PLANNING	10,404.10	7/2/2020	Permits and Fees
COWLITZ COUNTY HEALTH & HUMAN SERVICES DEPT	150.00	7/2/2020	Permits and Fees
COWLITZ COUNTY PUD	5,766.00	8/31/2020	Permits and Fees
DAILY JOURNAL OF COMMERCE	197.80	10/6/2020	Advertising
JOHANSSON ARCHITECTURE, PC	33,821.44	7/2/2020	architect
OFFICE PRODUCTS NORTHWEST	5,497.30	1/6/2021	furniture deposit
PACIFIC TECH CONSTRUCTION	569,986.70	8/5/2020	Contractor
PACIFIC TECH CONSTRUCTION		10/6/2020	
PACIFIC TECH CONSTRUCTION			
PACIFIC TECH CONSTRUCTION		1/6/2021	
PACIFIC TECH CONSTRUCTION			
PBS ENVIRONMENTAL (VANCOUVER)	3,026.65	8/31/2020	testing
SPACESAVER SPECIALISTS, INC.	14,141.00	1/6/2021	shelving (50%)
VISAMCCU	64.42		paint samples
	665,857.01		
DAILY JOURNAL OF COMMERCE		10/6/2020	Needs to be reclassified on Books of FVRL to Ridgefield Exp.
Westby Associates		10/16/2019	
JOHANSSON ARCHITECTURE, PC	33,821.44	44,014.00	

EXHIBIT A

FORT VANCOUVER REGIONAL LIBRARY DISTRICT OPERATIONAL SUPPORT SERVICES TO YALE VALLEY LIBRARY DISTRICT

The following is a list intended to be inclusive of all operational support services for the Library to be provided by FVRL to YVLD pursuant to the Amended and Restated Intergovernmental Agreement for Library Operational and Administrative Support Services between FVRL and YVLD, dated _____, 2021:

Staff Expenses

Wages and Benefits for personnel
Staff training and support
Transportation or mileage to and from Ariel (as necessary)

Materials and Supplies

Books, media and other materials
Cleaning and custodial supplies (as needed)
Office supplies
Courier service
Access to digital and eResources

Repair and Maintenance

Custodial services
Regular maintenance (HVAC, plumbing, electrical, alarm, security systems, etc.)
Grounds maintenance

Overhead expenses

Insurance (property, liability, etc.)
Utilities (electrical, trash, etc.; utility accounts will be in FVRL's name)

Monthly and annual expenses

Communications (internet and mail box)
Copier and printer lease
Security monitoring
Software and database licensing

EXHIBIT B

FORT VANCOUVER REGIONAL LIBRARY DISTRICT ADMINISTRATIVE SERVICES FOR YALE VALLEY LIBRARY DISTRICT

The following is a list of administrative services to be provided to YVLD by FVRL pursuant to the Amended and Restated Intergovernmental Agreement for Library Operational and Administrative Support Services between FVRL and YVLD dated, _____, 2021. This list is intended to be illustrative and not all inclusive:

Support to the Board of Trustees

- Attendance at board meetings
- Publication of meeting notices to website and paper of record
- Copies of agenda and any other documents
- Financial reports
- Email addresses (@fvrl.org)
- Research and interpretation of laws related to libraries (RCW 27) – including any legal fees
- Taxation information
- Errors & Omissions Insurance
- WLA Conference registration and associated conference attendance costs, i.e. hotel, food, transportation.
- Miscellaneous board expenses, e.g. printing, supplies
- Data collection and analysis

Annual Budget Preparation and Publication

- Calculation of annual levy
- Notification to Cowlitz County officials of resolution and levy
- Publication of annual budget

Accounting Services

- Accounts Payable including warrant disbursement
- Accounts Reconciliation
- Monthly financial statements
- Audits

Community Relations Activities

- Attendance at community events
- Flyers and other graphic services
- Website maintenance and updates
- Program support

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
FOR LIBRARY OPERATIONAL AND ADMINISTRATIVE SERVICES
between
FORT VANCOUVER REGIONAL LIBRARY DISTRICT
and
YALE VALLEY LIBRARY DISTRICT**

THIS Amended and Restated Intergovernmental Agreement for Library Operational and Administrative Services (this Agreement), dated _____, between the FORT VANCOUVER REGIONAL LIBRARY DISTRICT, an intercounty rural library district (FVRL), and the YALE VALLEY LIBRARY DISTRICT, a rural partial-county library district (YVLD)

WITNESSETH:

WHEREAS, FVRL operates libraries in Clark, Skamania, and Klickitat counties and in the City of Woodland in Cowlitz County; and

WHEREAS, YVLD was created to provide library services for its residents; and

WHEREAS, pursuant to an existing Agreement for Library Services, dated _____, 2010, between FVRL and YVLD, FVRL provides the residents of YVLD with resources and library services generally available throughout the FVRL service area, and furnishes library services to the extent deemed reasonable and equitable by the FVRL Board of Trustees in view of its regional service responsibilities; and

WHEREAS, YVLD has recently constructed and developed a new library facility in Ariel, Washington known as the Yale Valley Community Library (the Library); and

WHEREAS, FVRL and YVLD desire to update their existing agreement to include changes reflecting the addition and operation of the Library;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties hereto agree to amend and restate the Agreement to read as follows:

SECTION 1. LIBRARY CARDS AND PRIVILEGES

1.01 FVRL will issue library cards to the residents of YVLD following the same guidelines, policies and procedures as for residents of FVRL.

1.02 Holders of the FVRL library cards issued pursuant to this Agreement shall be entitled to all of the privileges of library use accorded to the residents of the FVRL service area, and such library cards may be used at any FVRL location.

SECTION 2. LIBRARY SERVICES

2.01 FVRL will operate the Library on behalf of YVLD. Services provided at the Library pursuant to this Agreement will be commensurate with those provided at other FVRL locations. All FVRL policies and procedures shall apply to YVLD patrons.

2.02 FVRL will supply the Library with a collection of materials to circulate to patrons including but not limited to books, DVDs, kits, audio books, electronic devices and other formats.

2.03 All materials in the Library will be part of FVRL's collection and may float to other locations as they are requested by other FVRL patrons. There is no guarantee that a specific item will be available in the Library in perpetuity. Exceptions may be made for items associated with local history.

2.04 FVRL's Collections Policy shall guide the acquisition and retention of all materials at the Library.

SECTION 3. LIBRARY PERSONNEL AND OPERATIONAL SUPPORT SERVICES

3.01 FVRL will provide to YVLD the operational support services for the Library as set forth in Exhibit A.

3.02 FVRL agrees to hire and maintain a workforce to staff the Library for a minimum of **20** hours per week. They will be represented by FVRL's employee unions for their respective positions.

3.03 FVRL will pay the salaries and benefits for persons employed at the Library, and they will be considered employees of FVRL and shall be supervised by FVRL.

3.04 FVRL will set a schedule for the Library employees in alignment with FVRL's other libraries and within the collective bargaining agreements of FVRL's unions.

3.05 FVRL's Personnel Manual and other terms of employment will supersede any verbal or written agreements made with Library staff by the YVLD Board or by members of the Friends of the Yale Valley Library District.

3.06 FVRL will provide regular courier deliveries to the Library twice a week. Schedule to be determined by the need and volume of materials requested.

3.07 FVRL will provide regular maintenance support to the Library through its Facilities Department and staff.

3.08 Emergency repairs, long-term maintenance expenses and damage caused by acts of vandalism, nature or unexpected incidents at the Library shall be solely covered by YVLD. FVRL shall be named as an additional insured on all YVLD insurance policies.

SECTION 4. ADMINISTRATIVE SERVICES

4.01 FVRL will provide to YVLD administrative support services, including those necessary to maintain YVLD as a rural partial-county library district, as set forth in Exhibit B.

4.02 YVLD will cause the Cowlitz County Treasurer, serving as Treasurer to YVLD, to forward all YVLD revenue (property tax, timber revenue and any other revenue) on a monthly basis to the Clark County Treasurer. The Clark County Treasurer will establish and maintain a separate fund for YVLD.

4.03 FVRL will process and pay all bills for YVLD as outlined in this agreement. FVRL may seek reimbursement for any payments made on behalf of YVLD that exceed the compensation paid by YVLD pursuant to this Agreement; provided, that all non-contractual expenses must be approved by the YVLD Board prior to reimbursement.

SECTION 5. COMPENSATION

5.01 For each calendar year that this Agreement is in effect, YVLD shall pay FVRL a fee equal to 100% of the amount levied for YVLD by Cowlitz County for collection in that year.

5.02 Each subsequent year's fee due under this Agreement will be based on the prior year's levy amount multiplied by 101%.

5.03 FVRL will provide an annual accounting to YVLD's Board in October of each year as a basis for determining whether the amount of the fee payable in that year needs to be increased or reduced as it relates to actual costs and to establish a budget for the following year.

5.04 Annual fees payable by YVLD to FVRL under this Agreement shall be paid in two approximately equal installments, each due after the property taxes are deposited by the Cowlitz County Treasurer into the YVLD fund established in the Clark County Treasurer's office, but generally no later than July and December of each year.

5.05 YVLD may receive grants, donations and other revenues intended to fund and support the Library separate from the levy amounts described in this Agreement. Those funds will be paid to and held by the Clark County Treasurer, and considered to be reserved for Library expenses as determined by the YVLD Board.

SECTION 6. TERM OF AGREEMENT

6.01 This Agreement commences upon signature of all parties.

6.02 This Agreement will remain in effect until either party requests termination of the Agreement. Either party must give six (6) months' notice to the other party, in writing by certified letter, of its desire to terminate this Agreement.

SECTION 7. SEVERABILITY AND CONTINUANCE

7.01 The provisions of this Agreement are declared to be separate and severable. The invalidity of any section or other portion of this Agreement shall not affect the validity of the remainder of the Agreement. Further, this Agreement shall be construed and applied as a continuation of the provisions of the Agreement, if amended, insofar as applicable, and the repeal of any part of the Agreement shall not be construed as affecting such continuous application.

SECTION 8. INDEMNIFICATION

8.01 To the extent permitted by law, YVLD shall indemnify and hold harmless FVRL and its officers, directors, trustees, agents and employees from any and all demands, claims, causes of action, losses, damages, liabilities, obligations, remedies, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of, pertaining to or in connection with (i) any acts or omissions of YVLD, its successors, assigns or agents subsequent to the date of this Agreement with respect to or in relation to the Library or any of the improvements, equipment or furnishings therein or any of the services provided pursuant to this Agreement, (ii) YVLD's breach of any representation or warranty made herein and (iii) any failure by YVLD to comply with any and all federal, state and local laws, rules and regulations that govern or pertain to YVLD and/or any of its activities, actions, duties and responsibilities.

8.02 To the extent permitted by law, FVRL shall indemnify and hold harmless YVLD and its officers, directors, trustees, agents and employees from any and all demands, claims, causes of action, losses, damages, liabilities, obligations, remedies, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of, pertaining to or in connection with (i) any acts or omissions of FVRL, its successors, assigns or agents subsequent to the date of this Agreement with respect to or in relation to the Library Facility or any of the improvements, equipment or furnishings therein or any of the services provided pursuant to this Agreement, (ii) FVRL's breach of any representation or warranty made herein; and (iii) any failure by FVRL to comply with any and all federal, state and local laws, rules and regulations that govern or pertain to FVRL and/or any of its activities, actions, duties and responsibilities.

SECTION 9. WASHINGTON LAW

9.01 This Agreement shall be governed by and construed under the laws of the State of Washington. Both parties agree that any judicial dispute shall be brought in Clark County Superior Court of the State of Washington.

FORT VANCOUVER REGIONAL
LIBRARY DISTRICT

YALE VALLEY LIBRARY
DISTRICT

 EXECUTIVE DIRECTOR

DATE

BOARD CHAIR

DATE

DRAFT

Fort Vancouver Regional Library District

Meeting Space Usage Policy

POLICY:

Preference for meeting room use is given to library programs, Friends of the Library *groups*, *the Fort Vancouver Regional Library Foundation*, and other *FVRL sponsored* activities. When meeting spaces are not being used by the library they will be made available to community groups and other users.

PURPOSE:

Fort Vancouver Regional Library District (FVRL) maintains meeting spaces in as many of its facilities as possible to offer a wide variety of programs for children, adults and families to appeal to the full range of interests and information needs of the community.

AVAILABILITY:

RESERVATIONS: Meeting rooms will be made available to the public on a first-come, first-served basis.

Meetings must be free and open to the public. FVRL does not allow private meetings or events except at the Vancouver Community Library on a limited basis.

PUBLIC USE: FVRL provides meeting rooms to users without discrimination, regardless of the beliefs or affiliations of individuals or groups requesting their use. FVRL endeavors to include a broad spectrum of opinions and a variety of viewpoints in library-initiated programs and exhibits.

PRIVATE USE: Private use of library facilities is offered only at the **Vancouver Community Library** which allows some fee-based use of meeting rooms on a limited basis. Click [here](#) for a full schedule of amenities and fees at the Vancouver Community Library.

BEFORE OR AFTER HOURS USE: Some FVRL facilities (Stevenson, Goldendale, Vancouver and White Salmon) allow limited use of meeting rooms while the library is closed.

CONDITIONS OF USE:

SET-UP AND TAKE DOWN: Users are responsible for setting up and taking down any tables and chairs, and leaving the room in the condition they found it.

EQUIPMENT: Most FVRL meeting rooms come equipped with some AV equipment and wifi internet access. Check with the specific branch for details. In general, no staff assistance is available to set up AV equipment prior to meetings.

CLEAN UP: Users must clean up after their event and remove any excess trash. Failure to leave the room in good condition may result in loss of privileges for meeting room use.

ENDORSEMENT: FVRL sponsorship of a program or exhibit does not constitute an endorsement of the content of the program or the views expressed by participants.



ADMISSION FEES: Meetings and events must be without charge and open to the public. No products or services may be advertised, solicited or sold in library meeting spaces or on library property. In keeping with the Mission of FVRL, information may be distributed at no charge. The sale of works by presenters such as books, music or artwork will be allowed *with prior approval*. See FVRL's [Display Policy](#) for details. Collection of dues is permissible as part of the regular business of a non-profit organization.

FUND-RAISING: Fund-raisers to benefit the library, sponsored by the Friends of the Library groups, Fort Vancouver Regional Library Foundation or other FVRL-related organizations will be allowed. When it furthers FVRL's Mission to do so, the library may co-sponsor programs or exhibits with other agencies, organizations, institutions or individuals, including those that require a fee for attendance for cost recovery purposes.

AGE-LIMITS: In some cases, the nature and success of a program may require a limited attendance based on age.

ALCOHOL: Alcohol consumption in FVRL facilities is allowed only when it meets the following established criteria: proof of the LIBRARY named as additional insured on the organization's policy, presence of a licensed bartender or a MAST trained server, and in compliance with all local and state laws. All events with alcohol must have the approval of the Executive Director.

INSURANCE: FVRL may require proof of individual liability or special event coverage for some events. FVRL does not assume liability for injuries to persons or damage to personal property that occur as a result of the actions of the sponsors or participants in events held in library facilities.

DAMAGE: Users assume responsibility for any damage to FVRL property resulting from their use of library facilities. FVRL may assess charges for damage or other costs associated with use of the facility.

CANCELLATION, DENIAL AND APPEAL

CANCELLATION: It is occasionally necessary for the library to cancel a reservation due to extenuating circumstances. Every effort will be made to give at least 24 hour notice. Groups needing to cancel are asked to contact the library as soon as possible to make the room available to others.

DENIAL: The Library retains the right to deny the space to any user whose planned use of the space does not comply with this policy.

APPEAL: Appeals may be presented to the Executive Director for reconsideration. Violation of this policy may result in denial of future access to the space.

ADMINISTRATION: The Executive Director is responsible for the administration of this policy, for establishing administrative procedures and rules for its implementation and for making the policy available to the public.

Board Approved: Original Policy May 6, 1991

Revised June 11, 1992

Policy name revised for easier indexing, 2/10/03 (formerly titled Public Use of Meeting Rooms)

Revised June 14, 2004

Revised and combined with the *Programs and Exhibits, Library Initiated* policy, February 7, 2011

Revised May 16, 2016