

Notice of Public Hearing

North Olympic Library System 2210 S. Peabody Street Port Angeles, WA 98362

Public Hearing on 2022 Operating Budget

Thursday, November 18, 2021, 5:30pm

Zoom Video Conference Link: https://us02web.zoom.us/j/82281354912?pwd=VTAyTXhUVmtZYXdSK1grL2pXQS9hdz09

Meeting ID: 822 8135 4912 Passcode: 225292 Phone: 1-253-215-8782

The North Olympic Library System Board of Trustees will hold a public hearing on the Library's 2022 Operating Budget during the Board's regular meeting on Thursday, November 18, 2021, at 5:30pm via Zoom. The Library's budget for 2021 is \$5,106,748 and the proposed budget for 2022 is \$5,514,646.

Members of the public are encouraged to share their thoughts at the October Board meeting, or if you cannot attend, by emailing the Executive Director Noah Glaude at Director@nols.org, or by emailing <u>LibraryBoard@nols.org</u>.

Library budget and financial information is available on the Library's website at <u>nols.org/board-administration/.</u>

NORTH OLYMPIC LIBRARY SYSTEM

Board of Trustees Regular Meeting

Thursday, November 18, 2021 5:30pm Zoom Video Conference

PANDEMIC RESPONSE

Governor Inslee issued Proclamation <u>20-28.15</u> on January 19, 2021, waiving and suspending any in-person requirements in the Open Public Meetings Act (OPMA) and the Public Records Act (PRA) during the public health emergency. The proclamation is intended to reduce unnecessary person-to-person contact to slow the spread of COVID-19.

In accordance with Proclamation 20-28.15, Trustees and Staff will participate remotely by teleconference. Members of the public may participate by phoning or linking in, using the instructions available prior to the meeting at www.nols.org/board-administration/.

PUBLIC COMMENTS

Any person or group desiring to bring an item to the attention of the Library Board may do so by addressing the Board at meetings. Individuals having comments specifically related to agenda topics should raise their hand at the appropriate point on the agenda to indicate a wish to speak. Public comments on items not on the agenda, but within the jurisdiction of the North Olympic Library System Board of Trustees, are heard at the beginning of the meeting and at the end; individuals may choose to speak at either point. When time constraints require, the Chair may limit public remarks during meetings to less than three minutes. The Board will not discuss or take action on items raised during Public Comment, but may choose to add items to a future meeting agenda. Public comments may also be sent to: Library Board of Trustees, North Olympic Library System, 2210 South Peabody Street, Port Angeles, WA 98362 or LibraryBoard@nols.org.

LAND ACKNOWLEDGEMENT

The North Olympic Library System acknowledges that the lands on which we live and gather are the appropriated homelands of Indigenous Peoples. We want to express our deepest respect to those peoples past and present, including the Hoh Tribe, Jamestown S'Klallam Tribe, Lower Elwha Klallam Tribe, Makah Indian Tribe, Quileute Tribe, Quileute Tribe, Quinault Indian Nation, Port Gamble S'Klallam Tribe and traditions of Indigenous Peoples. Let us strengthen relationships with sovereign tribal nations to provide an inclusive space fostering innovation and collaboration at the Library.

AMENDED AGENDA

At the November 18, 2021 meeting the board amended and approved the agenda with the additions in red below. Supporting documents related to the approved amendments are attached at the end of the Board Packet.

- I. Call to order, roll call and introductions
- 2. Approval of agenda
- 3. Approval of minutes for regular meeting of October 28, 2021
- 4. Communications
- Public comments

- 6. Financial reports: October 2021
- 7. Approval of vouchers: October 2021
- 8. Unfinished business

None

- New business
 - N.I. Verbal update regarding NOLS' emergency response to inclement weather events on the West End
 - N.2. Review and discussion of 2022 Operating Budget
 - N.3. Public Hearing on the 2022 Operating Budget
 - N.4. Adoption of Resolution 21-11-06: Authorizing Levy for 2022
 - N.5. Adoption of Resolution 21-11-07: Establishing a Holiday Schedule
 - N.6. Approval of Collection Management Policy update
 - N.7. Approval of Gifts & Donations Policy update
 - N.8. Approval of Naming & Recognition Policy creation
 - N.9. Approval of contract with SHKS Architects to design and oversee construction of Sequim Library Expansion and Renovation Project
 - N.10. Verbal update and discussion regarding NOLS' COVID-19 response and plan to restore library operating hours
 - N.11. Approval of Resolution 21-11-08: Honoring Betty Gordon for service to the Libary
- 10. Reports
 - R.I. Monthly Statistics Reports: October 2021
 - R.2. Monthly Activity Reports: October 2021
 - R.3. Highlight Log: October 2021
- 11. Public Comments
- 12. Trustee comments

Library Board members may ask a question for clarification, make a brief announcement or make a brief report on his or her activities. In addition, Board members may refer an item to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any NOLS matter, or direct staff to agendize a matter of business on a future agenda.

- 13. Next meeting: 5:30pm, Thursday, January 27, 2022 at the Port Angeles Main Library or by teleconference, as appropriate to public health parameters in effect.
- 14. Agenda items for next meeting
- 15. Executive session to discuss collective bargaining
- 16. Approval of 2022 Collective Bargaining Agreement with the General Employees Union.
- 17. Executive session to initiate annual performance review of Executive Director
- 18. (Action on executive session, if any)

19. Adjournment

"Nurturing imagination, connection, and understanding, to improve lives and strengthen community."

NOLS Mission Statement Adopted 11/22/16

Upcoming Board meetings

<u>Date</u>	Time		Location
Thursday, January 27, 2022	5:30pm	Regular meeting	Port Angeles Main Library
Thursday, February 24, 2022	5:30pm	Regular meeting	TBD
Thursday, March 24, 2022	5:30pm	Regular meeting	TBD
Thursday, April 28, 2022	5:30pm	Regular meeting	TBD
Thursday, May 26, 2022	5:30pm	Regular meeting	TBD
Thursday, June 23, 2022	5:30рт	Regular meeting	TBD
Thursday, August 25, 2022	5:30pm	Regular meeting	TBD
Thursday, September 22, 2022	5:30pm	Regular meeting	TBD
Thursday, October 27, 2022	5:30рт	Regular meeting	TBD
Thursday, November 17, 2022	5:30pm	Regular meeting	TBD

Note: no regular Board meetings scheduled in July or December.

North Olympic Library Foundation meetings generally occur on the same dates as NOLS Board meetings, usually at 2pm in the Administrative conference room of the Port Angeles Main Library.

Friends of the Library meetings

Clallam Bay Friends of the Library	Second Tuesday of March, June, September, and December at 1:30pm at Clallam Bay Branch Library
Friends of the Forks Library	Varies. Check with the Forks Branch for the next date.
Port Angeles Friends of the Library	Second Tuesday of month at 10am at Port Angeles Main Library
Friends of Sequim Library	Third Tuesday in July, 9:30am at the Sequim Branch Library. Annual Meeting is held in January, date/location usually announced in December.

Note: Foundation and Friends meeting schedules can vary; please check with Library to confirm before attending.

NOLS NORTH OLYMPIC LIBRARY SYSTEM

Board of Trustees Regular Meeting

Thursday, October 28, 2021 5:30pm Zoom Video Conference

MINUTES

PANDEMIC RESPONSE

Governor Inslee issued Proclamation <u>20-28.15</u> on January 19, 2021, waiving and suspending any in-person requirements in the Open Public Meetings Act (OPMA) and the Public Records Act (PRA) during the public health emergency. The proclamation is intended to reduce unnecessary person-to-person contact to slow the spread of COVID-19.

In accordance with Proclamation 20-28.15, Trustees and Staff will participate remotely by teleconference. Members of the public may participate by phoning or linking in, using the instructions available prior to the meeting at www.nols.org/board-administration/.

- I. Call to order, roll call and introductions
 - Board Chair Mark Urnes called the meeting to order at 5:30 pm. Trustees present: Mark Urnes, Jennifer Pelikan, Betty Gordon, Bert Caldwell, and Ian Miller. Library staff present: Executive Director Noah Glaude, HR & Business Manager Shaina Rajala, and Public Services Specialist K'Ehleyr McNulty. Visitors present: Debbie Crumb.
- 2. Approval of agenda

Motion by Ms. Pelikan to approve agenda as presented. Motion seconded by Ms. Gordon. Motion carried.

- 3. Approval of minutes for regular meeting of September 23, 2021 Motion by Ms. Gordon to approve the minutes from the September 23, 2021 meeting. Motion seconded by Mr. Caldwell. Motion carried.
- 4. Communications: Notice that NOLS was awarded a grant from the Port of Port Angeles for the Sequim Library Expansion and Renovation project for just over \$2,000.
- Presentation: None
- 6. Public Comments
- 7. Financial reports: September 2021

 The financial reports for September 2021 were accepted as presented.
- 8. Approval of vouchers: September 2021 Motion by Ms. Pelikan to approve the September 2021 vouchers, numbered #811 through #932, in the amount of \$423,625.12. Motion seconded by Ms. Gordon. Motion carried.
- 9. Unfinished business: None

10. New business

N.I. Verbal update and discussion regarding NOLS' COVID-19 response

N.2. Approval of Surplus Resolution 21-10-05

Motion by Ms. Gordon to approve Resolution 21-10-05. Motion seconded by Mr. Caldwell. Motion carried.

N.3. Review and discussion of proposed 2022 Operating Budget No action.

N.4. Public Hearing on the proposed 2022 Operating Budget No action.

11. Reports

- R.I. Monthly Statistics Reports: September 2021
- R.2. Monthly Activity Reports: September 2021
- R.3. Highlight Log: September 2021

All reports were accepted as presented.

12. Public Comments

13. Trustee comments

Library Board members may ask a question for clarification, make a brief announcement or make a brief report on his or her activities. In addition, Board members may refer an item to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any NOLS matter, or direct staff to agendize a matter of business on a future agenda.

14. Next meeting: 5:30pm, Thursday, **November 18,** 2021 by teleconference.

15. Agenda items for next meeting:

Second Public Hearing on the 2022 Operating Budget

Approval of updates to Collection Management Policy

Approval of contract with SHKS Architects for the SQ Library Expansion and Renovation project Approval of a naming policy to honor NOLS' donors, friends and supporters Updates on library hours

16. Executive session to discuss collective bargaining

At 6:35pm the Chair announced that the Board would move to executive session to discuss collective bargaining, and that the session was expected to last approximately 20 minutes.

At 7:08pm the Chair announced that the Board had concluded its executive session, without taking any action, and would now return to open session.

17. (Action on executive session, if any)

None

18. Adjournment

CERTIFIED AS TRUE AND CORRECT

Board Secretary

There being no further business, the meeting was adjourned by the Chair at 7:09pm.

Chair

Staff Report



Meeting Date: November 18, 2021

To: Library Board of Trustees

From: Finance Manager, John DeFrancisco

Subject: Comments on Financial Reports for October 2021

Topic/Issue. Informational comments on monthly financial reports.

Background. This report provides narrative comments on areas of the monthly financial reports that are out of the ordinary, or may require explanation.

Discussion.

Revenues: NOLS portion of interest earned on the County Investment Pool for September, and posted in October is \$610.

Private Grants and Donations includes a generous \$5,000 donation from a single donor to be used for the Sequim Library Expansion and Renovation. Thank you!

Other Miscellaneous Revenue is primarily an E-rate Reimbursement of \$19,044. Total E-rate reimbursements of \$62,630 have been received in 2021.

Expenditures: All expenditures are within the expected range for this time of year.

Account Balances: Payroll Account (US Bank 1301) shows expenses and reimbursements of \$210,775 for amounts paid by electronic transfers. Electronic transfers fund net payroll, payroll taxes and PERS Retirement. Medical and Dental Insurance, Union Dues and other payroll related items are paid by check. Total payroll and benefit expenses paid in October are \$263,401.

Of the \$210,775 in electronic transfers, \$250 was paid to the DOR for Sales and Use Tax (Voucher 979).

Recommendation/Alternatives for Consideration. No action is required. As always, the Board may request clarification or additional information.



Revenue Report

October 31, 2021

Operating Revenue				10/12ths is	83.3%
	Budgeted	Current	YTD	Difference	Percent
Taxes	4,435,000	1,296,572	4,120,658	314,342	92.9
Intergovernmental Revenues	-	-	96	(96)	-
Goods and Services	10,100	447	6,485	3,615	64.2
Library Fees	10,000	1,498	7,346	2,654	73.5
Miscellaneous Revenues					
Pool Fund Investment Interest	17,375	610	6,829	10,546	39.3
Investment Interest (net of fees)	-	-	21,965	-	-
Facilities Leases (Short Term)	1,000	-	-	1,000	-
Private Grants and Donations	51,200	5,351	34,143	17,057	66.7
Other Miscellaneous Revenue	41,200	19,057	71,374	(30,174)	173.2
Total Miscellaneous Revenues	110,775	25,017	134,311	(23,536)	121.2
Nonrevenues (excise taxes)	590	41	286	304	48.4
Transfers In	540,283	-	-	540,283	-
Total Operating Revenue	5,106,748	1,323,575	4,269,181	837,567	83.6

Capital Revenue					
Timber Revenues (received in 2021)	-	14,378	247,217	-	-
Total Capital Revenue	-	14,378	247,217	-	-

Grand Total Revenues	1,337,953	4,516,399



Expenditure Report October 31, 2021

				10/12ths is	83.3%
Operating Expenditures	Budgeted	Current	Year To Date	Difference	Percent
Personnel					
Salaries and Wages	2,566,266	186,301	1,905,167	661,099	74.2
Benefits	1,163,813	77,100	801,304	362,509	68.9
Total Personnel	3,730,079	263,401	2,706,471	1,023,608	72.6
Supplies					
Supplies, Office and Operating	103,900	9,316	59,770	44,130	57.5
Fuel	17,900	820	5,154	12,746	28.8
Merchandise for resale	1,700	58	58	1,642	3.4
Collection Materials	486,000	27,700	250,920	235,080	51.6
Small Tools/Equip (<\$200)	1,500	138	741	759	49.4
Total Supplies	611,000	38,032	316,643	294,357	51.8
Services					
Professional Services	227,985	18,115	134,020	93,965	58.8
Communication	174,859	7,701	96,544	78,315	55.2
Travel	6,500	621	3,148	3,352	48.4
Taxes and Operating Assessments	4,000	-	3,255	745	81.4
Operating Rentals and Leases	790	160	200	590	25.3
Insurance	83,700	-	82,339	1,361	98.4
Public Utilities	90,160	6,692	71,680	18,480	79.5
Repair and Maintenance	147,390	4,057	37,238	110,152	25.3
Miscellaneous Services	12,955	-	2,649	10,306	20.5
Total Services	748,339	37,347	431,072	317,267	57.6
Intergovernmental Services	16,740	-	3,113	13,627	18.6
Nonexpenditures (excise taxes) (1)	590	51	238	352	40.4
Total Operating Expenditures	5,106,748	338,831	3,457,538	1,649,210	67.7

⁽¹⁾ Taxes paid for purchases which did not include tax when tax was due. For example, online purchases made by credit card.

Capital Outlays	Budgeted	Current	Year To Date	Difference	Percent
Buildings and Structures	48,700	756	41,150	7,550	84.5
Other Improvements	88,000	-	8,855	79,145	10.1
Machinery & Equipment	448,449	3,858	99,983	348,466	22.3
Total Capital Outlays	585,149	4,614	149,989	435,160	25.6
Grand Total All Expenditures	5,691,897	343,445	3,607,527	2,084,370	63.4



Account Balances

October 31, 2021

	Beginning Balance	Transfers In/(Out)	Current Income	Current Expense	Ending Balance
vestments					
ashington State Local Investment Pool					
Board Designated Accounts	Board Designated	d Accounts			
Fiscal Emergency Reserve (1)	1,307,019	-	-	-	1,307,01
NOLS Capital Reserve (2)	895,106	-	14,378	-	909,48
Operating Reserve (3)	1,104,899	-	-	-	1,104,89
PA Capital Reserve (4)	113,988	-	-	-	113,98
Sequim Capital Project Acct. (4)	2,000,000	-	-	-	2,000,00
Capital Budget - 2021 ⁽⁴⁾	349,248	-	-	4,614	344,63
Total Board Designated Accounts	5,770,261	-	14,378	4,614	5,780,02
Grants and Donations					
NOLS Donations Fund	85,111	-	110	-	85,2
NOLS Materials Fund	15,521	-	-	24	15,4
Francis Bode Materials Fund	23,793	-	-	-	23,7
Margaret Bode Materials Fund	26,058	-	-	-	26,0
Virtual Programming Fund	8,260	8,000	10	1,882	14,3
Port Angeles Donations Fund	7,390	-	5	-	7,3
Port Angeles Friends Donations	14,763	(4,000)	-	1,751	9,0
Sequim Donations Fund	53,390	-	8	-	53,3
Sequim Friends Donations	6,162	(4,000)	-	-	2, I
Forks Donations Fund	1,951	-	32	-	1,9
Forks Friends Donations	403	-	-	-	4
Clallam Bay Donations Fund	7,078	-	3	-	7,0
Clallam Bay Friends Donations	676	-	-	-	6
Williams Bequest	165,509	-	-	-	165,5
Streett Memorial Gift Fund	5,447	-	-	-	5,4
Fincher Bequest	25,000	-	-	-	25,0
Sequim Future Library Donations	6,497	-	5,184	-	11,6
Total Grants and Donations	453,009	-	5,351	3,658	454,7
Unclaimed Property Account	2,662	- 1			2,6
Total Designated Cash	6,225,932	-	19,729	8,272	6,237,3
Undesignated Cash Operating Funds	2,042,528	(11,457)	-	-	2,031,0
otal WA State Local Investment Pool	8,268,460	(11,457)	19,729	8,272	8,268,46

Notes:

- ${\it (1)} \ {\it Reserve buffer against major economic catastrophe}.$
- (2) Receives timber revenues designated to fund capital improvement projects.
- (3) Reserves to balance deficit budgets.
- (4) Fund management account for designated capital projects.



Account Balances

October 31, 2021

	Beginning Balance	Transfers In/(Out)	Current Income	Current Expense	Ending Balance
Certificates of Deposit					
PA Capital Acct CD 14 (3/22 Sound Bank) (5)	338,548	-	-	-	338,548
PA Capital Acct CD 15 (9/23 First Fed) (6)	522,758	-	-	-	522,758
Francis Bode Fund CD 8 (11/21 First Fed) (6)	211,548	-	-	-	211,548
Margaret Bode Fund CD 8 (11/21 First Fed) (6)	228,050	-	-	-	228,050
Total Certificates of Deposit	1,300,904	-	-	-	1,300,904
Total Investments	9,569,364	(11,457)	19,729	8,272	9,569,364
Cash					
Cash Operating Funds					
Cash held by County Treasurer	-	994,508			994,508
Imprest Accounts					
Revolving Fund (FF 1503)	6,000	-	572	572	6,000
Payroll Account (US Bank 1301)	200	210,775	-	210,775	200
Merchant Account (FF 7401)	1,000	(19,317)	19,589	273	1,000
Branch Change Funds					
Port Angeles	180	-	-	-	180
Sequim	170	-	-	-	170
Forks	50	-	-	-	50
Clallam Bay	50	-	-	-	50
Total Branch Change Funds	450	-	-	-	450
Total Imprest Accounts	7,650	191,459	20,161	211,619	7,650
Total Cash	7,650	1,185,967	20,161	211,619	1,002,158
Total Cash and Investments	9,577,014	1,174,510	39,889	219,891	10,571,522

Notes:

⁽⁵⁾ Legally designated as a facility maintenance reserve fund for the Port Angeles Main Library. (fully funded)

⁽⁶⁾ Bequests designated for specific use by donor.



VOUCHERS BY CATEGORY FOR OCTOBER 2021

tegory Claimant	Purpose	Amount	Subtotal
ALARIES, WAGES AND BENEFITS	8		
933 NOLS Employee	HRA Reimbursement	92.05	
934 ADP Tax/Financial Services	Net Payroll (PPE 09-30-2021) - EFT 884	173,680.48	
975 NOLS Employee	HRA Reimbursement	189.02	
977 Dept. of Labor & Industries	Q3 2021 L&I - NOLS	6,223.04	
978 Dept. of Retirement Systems	PERS and DCP (PPE 09-30-21) - EFT 885	36,614.19	
982 NOLS Employee	HRA Reimbursement	945.10	
985 Hartford Retirement Plan Solutions	MMDCP 10-2021 (PPE 09-30-21) - EFT 886	230.00	
987 Health Care Authority	HCA 10-2021 (PPE 09-30-21)	35,608.81	
988 HealthEquity	HSA ER Contributions - October 2021	666.65	
996 NOLS Employee	HRA Reimbursement	34.58	
1011 NOLS Employee	HRA Reimbursement	408.00	
1021 United Way of Clallam County	United Way Donations (PPE 09-30-21)	85.00	
1029 WCIF	Vision/Life/EAP Premiums 10-2021 (PPE 09-30-21)	1,251.18	
1032 NOLS Employee	HRA Reimbursement	64.52	
1033 WSCCCE - WPAS, Inc	Dental Premiums (PPE 09-30-21) - November Coverage	5,401.44	
1034 WSCCCE-Council 2, AFSCME AFL-CIO	Union Dues 10-2021 (PPE 09-30-21)	2.020.03	263,51
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FFICE, OPERATING AND MAINTI	ENANCE SUPPLIES		
954 CED Consolidated Electrical Distributors	PO 901 Maintenance Supplies - Light Bulbs - FAC	97.92	
979 Dept. of Revenue - Use/Sales Tax	September 2021 Sales & Use Tax - EFT 888	135.78	
	PO 916 Maintenance Supplies		
986 Hartnagel Building Supply	- Lumber for YA Desk Barrier PA - FAC	20.30	
1009 Quill Corporation	PO 890 Office Supplies - Coffee (Coffee Fund) - ADM	59.96	
1014 0 1 0 10 1	PO 984 Supplies and Maintenance	F	
1016 Swains General Store, Inc.	- Key Rings - Bait Station - FAC	56.64	
1018 The Home Depot Pro	PO 872 Maintenance Supplies - Cleaning Supplies - Paper Towels - FAC	530.04	
1019 True Value	PO 896 Maintenance Supplies - Clock FO - FAC	22.77	
CC I Amazon.com	PO 789 Technology Supplies - Printer Power Supplies - IT	75.03	
	PO 820 Technology Supplies - Display Cables - IT		
CC 2 Amazon.com	. C 522 (Commonly Supplies - Display Causes - 11	79.60	
CC 3 Amazon.com	PO 850 Technology Supplies - Monitor Power Supplies - IT	36.98	
CC 4 Amazon.com	PO 850 Technology Supplies - Anti-fatigue Mat - IT	45.64	
	PO 877 Technology Supplies		
CC 5 Amazon.com	- Server Rack Fan and Label Cartridges - IT	130.54	
CC 6 Amazon.com	PO 877 Technology Supplies - Rulers - IT	15.90	
CC 7 Amazon.com	PO 877 Technology Supplies - Zip Ties - IT	24.75	
CC 23 Amazon.com	PO 910 Office Supplies - Personnel Folders - Pens - ADM	69.59	
CC 28 Amazon.com	PO 862 Office Supplies - Archival Boxes - NOLS	27.19	
CC 29 Amazon.com	PO 806 Office Supplies - Toner and Ink - FAC	150.14	
CC 30 Amazon.com	PO 895 Office Supplies - Toner and Ink - PA	287.46	
CC 37 Costco	PO 971 Training Supplies - ASTD Snacks - NOLS	363.39	
	PO 783 Office Supplies - Pens and Staplers - FO	35.77	

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Category Claimant	Purpose	Amount Subtotal
CC 39 Costco.com	PO 783 Office Supplies - Pens and Staplers - FO	34.70
CC 40 Dell Marketing	PO 805 Office Supplies - Toner and Ink - PA	78.33
CC 41 Dell Marketing	PO 805 Office Supplies - Toner and Ink - PA	82.68
CC 42 Demco, Inc.	PO 758 Office Supplies - Processing Supplies - TS	104.91
CC 43 Demco, Inc.	PO 862 Office Supplies - Archival Newspaper Box - NOLS	129.45
	PO 932 Supplies and Maintenance	
CC 47 Home Depot	- Parts for Bike Shelter - FAC	63.41
	PO 932 Supplies and Maintenance	
CC 48 Home Depot	- Parts for Bike Shelter - FAC	640.81
	CREDIT: PO 932 Supplies and Maintenance	
CC 49 Home Depot	- Returned Items - Parts for Bike Shelter - FAC	(640.81)
CC 50 KCDA Purchasing Cooperative	PO 718 Office Supplies - General Supplies - PA	12.56
CC 51 KCDA Purchasing Cooperative	PO 718 Office Supplies - Paper - PA	51.91
CC 52 KCDA Purchasing Cooperative	PO 804 Office Supplies - General Supplies - PA	66.36
CC 53 KCDA Purchasing Cooperative	PO 804 Office Supplies - Paper - PA	20.14
CC 54 KCDA Purchasing Cooperative	PO 753 Office Supplies - Processing Supplies - Tape - TS	100.52
CC 55 KCDA Purchasing Cooperative	PO 876 Office Supplies - Tape - PA	24.70
CC 56 KCDA Purchasing Cooperative	PO 876 Office Supplies - Paper - PA	41.27
CC 70 POSPAPER.com	PO 914 Office Supplies - Receipt Paper - PA	170.90
CC 71 POSPAPER.com	CREDIT: PO 914 Office Supplies - Receipt Paper - PA	(42.73)
CC 73 Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	731.07
CC 74 Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	28.72
CC 75 Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	151.77
CC 76 Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	180.52
CC 77 Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	180.52
CC 78 Quill Corporation	PO 963 Office Supplies - Toner and Ink - FO	255.34
CC 79 Quill Corporation	PO 963 Office Supplies - Toner and Ink - FO	339.19
CC 80 Quill Corporation	PO 859 Office Supplies - Toner and Ink - FO	529.77
CC 81 Quill Corporation	PO 859 Office Supplies - Paper - FO	90.83
CC 97 Stamps.com	PO 881 Office Supplies - Processing Supplies - Labels - TS	242.07
CC 99 StringKing	PO 844 Maintenance Supplies - Disposable Masks - FAC	108.04 6,042.34
PROGRAM SUPPLIES		
TOURAN SUITHE	PO 926 Program Supplies - Books	
945 Baker & Taylor Information	- Intentional Aging (VFOL)	264.21
CC 8 Amazon.com	PO 924 Program Supplies - Teen Lit Bags (VFOL)	127.27
CC 9 Amazon.com	PO 925 Program Supplies - PAHS Book Club (PAFOL)	163.66
CC 10 Amazon.com	PO 974 Program Supplies - SRP Grand Prize (VFOL)	11.95
CC 11 Amazon.com	PO 975 Program Supplies - SRP Grand Prize (VFOL)	95.27
CC 12 Amazon.com	PO 977 Program Supplies - SRP Grand Prize (VFOL)	108.79
CC 13 Amazon.com	PO 979 Program Supplies - SRP Grand Prize (VFOL)	53.02
CC 14 Amazon.com	PO 978 Program Supplies - SRP Grand Prize (VFOL)	27.19
CC 15 Amazon.com	PO 767 Program Supplies - Resiliency Month Items (VFOL)	60.88
CC 16 Amazon.com	PO 767 Program Supplies - Resiliency Month Items (VFOL)	480.19
CC 17 Amazon.com	PO 845 Program Supplies - Resiliency Kits (VFOL)	54.20
CC 18 Amazon.com	PO 927 Program Supplies - Intentional Aging (VFOL)	13.26
33.10.1	PO 768 Program Supplies	. 5.25
CC 24 Amazon.com	- Resiliency Month Supplies (VFOL)	42.13
	PO 768 Program Supplies	
CC 25 Amazon.com	- Resiliency Month Supplies (VFOL)	43.38

Category Claimant	Purpose	Amount	Subtotal
CC 26 Amazon.com	PO 768 Program Supplies - Resiliency Month Supplies (VFOL)	73.74	
CC 31 Applebee's	PO 976 Program Supplies - SRP Grand Prize (VFOL)	100.00	
CC 65 Norwest Graphics	PO 661 Program Supplies - Bags for Class Visits (PAFOL)	1,587.60	
CC 72 PWM Press	PO 886 Program Supplies - Virtual Murder Mystery (VFOL)	26.95	3,333.69
FUEL			
CC 32 Arco	PO 889 Business Travel - Fuel for Pacifica - NOLS	45.15	
CC 33 Circle K	PO 954 Business Travel - Fuel for Nolsy Red - FAC	51.22	
CC 34 Circle K	PO 923 Business Travel - Fuel for Nolsy Red - NOLS	45.62	
CC 35 Clallam Co-op	PO 864 Equipment Fuel - Gas for Leaf Blower - FAC	3.91	
CC 36 Clallam Co-op	PO 875 Business Travel - Fuel for Westy - FAC	30.22	
CC 57 Lower Elwha Food & Fuel	PO 852 Equipment Fuel - Gas for Power Equipment - FAC	24.16	
CC 58 Lower Elwha Food & Fuel	PO 853 Business Travel - Fuel for Chevy Van - FAC	50.00	
CC 59 Lower Elwha Food & Fuel	PO 955 Business Travel - Fuel for Nolsy Red - FAC	46.46	
CC 60 Lower Elwha Food & Fuel	PO 900 Business Travel - Fuel for Westy - NOLS	32.24	
CC 82 Safeway Fuel	PO 833 Business Travel - Fuel for Nolsy White - FAC	36.10	
CC 83 Safeway Fuel	PO 813 Business Travel - Fuel for Nolsy Red - FAC	46.99	
CC 84 Shell	PO 796 Business Travel - Fuel for Westy - NOLS	36.26	
CC 85 Shell	PO 841 Business Travel - Fuel for Pacifica - NOLS	58.10	
CC 86 Shell	PO 842 Business Travel - Fuel for Pacifica - NOLS	39.53	
CC 87 Shell	PO 865 Business Travel - Fuel for Pacifica - NOLS	48.09	
CC 88 Shell	PO 873 Business Travel - Fuel for Pacifica - NOLS	44.18	
CC 89 Shell	PO 879 Business Travel - Fuel for Westy - NOLS	30.00	
CC 90 Shell	PO 899 Business Travel - Fuel for Westy - NOLS	27.31	
CC 91 Shell	PO 922 Business Travel - Fuel for Nolsy Red - NOLS	35.30	
CC 92 Shell	PO 857 Business Travel - Fuel for Chevy Van - FAC	89.55	820.39
MERCHANDISE FOR RESALE			
CC 27 Amazon.com	PO 860 Merchandise for Resale - Flash Drives - NOLS	57.76	57.76
COLLECTION MATERIALS			
936 Amazon.com	Collection Materials	58.82	
937 Amazon.com	Collection Materials	59.35	
938 Amazon.com	Collection Materials	283.74	
939 Amazon.com	Collection Materials	279.40	
940 Baker & Taylor Entertainment	Collection Materials	633.90	
941 Baker & Taylor Entertainment	Collection Materials	310.15	
942 Baker & Taylor Entertainment	Collection Materials	1,099.11	
943 Baker & Taylor Entertainment	Collection Materials	422.65	
944 Baker & Taylor Information	Collection Materials	1,325.37	
945 Baker & Taylor Information	Collection Materials	2,333.51	
946 Baker & Taylor Information	Collection Materials	4,789.76	
947 Baker & Taylor Information	Collection Materials	3,435.23	
949 Blackstone Audio, Inc.	Collection Materials	128.82	
950 Blackstone Audio, Inc.	Collection Materials	237.59	
951 Brodart Company	Collection Materials	137.08	
952 Brodart Company	Collection Materials	137.08	
955 CENGAGE Learning	Collection Materials	186.80	
956 CENGAGE Learning	Collection Materials	261.03	
957 CENGAGE Learning	Collection Materials	31.81	

Category Claimant	Purpose	Amount	Subtotal
958 Center Point Large Print	Collection Materials	230.70	
979 Dept. of Revenue - Use/Sales Tax	September 2021 Sales & Use Tax - EFT 888	19.77	
993 Ingram Library Services	Collection Materials	305.33	
994 Ingram Library Services	Collection Materials	269.40	
997 Midwest Tape	Collection Materials	800.47	
998 Midwest Tape	Collection Materials	518.77	
999 Midwest Tape	Collection Materials	663.19	
1000 Midwest Tape	Collection Materials	490.93	
1004 OverDrive, Inc.	Collection Materials	362.65	
1005 OverDrive, Inc.	Collection Materials	1,657.00	
1006 OverDrive, Inc.	Collection Materials	425.14	
1035 WT COX	Collection Materials	5,459.65	
CC 64 National Pen Co LLC	PO 965 Collection Materials - Reusable Bags - Bag Ban Bags - NC	237.72	
CC 67 Pacific Rivers	PO 840 Collection Materials	25.00	
CC 98 Stourwater Pictures	PO 888 Collection Materials	82.84	27,699.76
SMALL TOOLS AND MINOR EQUIP			
CC 19 Amazon.com	PO 884 Small Tools and Equipment - Handheld Vacuum Supplies - IT	/ 75	
CC 19 Amazon.com		6.75	
CC 20 Amazon.com	PO 884 Small Tools and Equipment - Handheld Vacuum Supplies - IT	16.96	
CC 22 Amazon.com	PO 884 Small Tools and Equipment - Handheld Vacuum - IT	114.23	137.94
CC 12 Amazon.com	, o co i cinali i cont and aquipinone i nanancia nadaanii i i	117,23	137.74
PROGRAMMING, PROFESSIONAL	SERVICES, OTHER SERVICES AND CHA	RGES	
	Payroll Services		
935 ADP, LLC	- Payroll Processing - (PPE 09-30-2021) - NOLS	54.21	
04/ 0.1 0.7 1.1 ()	PO 966 Technology Services - Enhanced Catalog - Content Cafe - 12/21- 11/22 TS	4 022 50	
946 Baker & Taylor Information	PO 734 Technology Services - Barracuda	4,922.50	
948 BlackPoint IT Services	- Subscription Renewal - Aug 2021 - Aug 2022 - IT	4.778.50	
7 TO Black officer Services	PO 887 Professional Services	1,770.30	
973 C-N-I Locates Ltd	- Underground Utility Location Service PA - FAC	793.80	
979 Dept. of Revenue - Use/Sales Tax	September 2021 Sales & Use Tax - EFT 888	44.32	
981 E-Rate Expertise	PO 982 Professional Services - E-rate Consulting - NOLS	1,200.00	
F	PO 903 Professional Services	,	
984 Haggard & Ganson LLP	- Legal Services for Discovery Tool RFP - ADM	165.00	
995 Juarez, Jonathan	C21 Programing - Laughter Yoga (VFOL)	100.00	
	PO 897 Technology Services		
1002 OCLC, Inc.	- Bibliographic Utility Monthly Subscription - Cat & ILL - TS	2,521.05	
1003 Olympic Laundry & Dry Cleaners, Inc.	PO 892 Professional Services - Laundry - FAC	268.27	
	C19 Programing - Quileute Resilience		
1008 Penn-Charles, Ann	- Hope and Healing (VFOL)	200.00	
	PO 941 Professional Services		
1014 Sound Publishing Inc	- Legal Ad in the PDN - NOLS	41.18	
IOIE Count D. I. I. I.	PO 958 Professional Services	47.45	
1015 Sound Publishing Inc	- Recruitment Advertising - NOLS PO 851 Professional Services	47.45	
1017 Swank Movie Licensing USA	- Copyright Compliance Site Licenses - 10/20/21 - 09/2022	1,292.00	
	Professional Services - Debt Collection	85.05	
1020 Unique Management Services, Inc.	PO 931 Training Fee - Conference Fee - NOLS		
1027 Washington Library Association	10 731 Training ree - Contenence ree - NOL3	25.00	

Category Claimant	Purpose	Amount Su	ıbtotal
1028 Washington State Patrol	Professional Services - Background Checks - NOLS	22.00	
1036 YourMembership.com, Inc	PO 934 Professional Services - ALA JobLIST Posting - ADM	324.00	
CC 44 DialMyCalls.com	PO 995 Technology Services - Staff Emergency Contact System - NOLS	19.99	
CC 45 eFax Corporate	PO 909 Technology Services - Confidential HR Fax Service - ADM	29.99	
CC 46 Evenbright	PO 960 Professional Service - Community Resilience Conference Fees - NOLS	25.00	
CC 61 Microsoft Office	PO 826 Technology Services - Microsoft 365 Academic Licenses - IT	839.58	
CC 62 Microsoft Office	PO 827 Technology Services - Microsoft 365 Business Voice Licenses - IT	123.48	
CC 63 MRSC	PO 908 Professional Services - Inclusive Hiring Practices Training Fee - ADM	35.00	
CC 66 Oregon State Patrol	PO 911 Professional Services - Background Checks - NOLS	33.00	
CC 68 Pay Pal	PO 816 Professional Services - ABOS Conference Fees - NOLS	69.00	
CC 69 PayFlow Pro	PayPal Monthly Gateway Fee - NOLS	59.95	
CC 95 Stamps.com	PO 878 Technology Services - Monthly Service Charge - TS	19.57	
CC 101 UpdraftPlus	PO 948 Technology Services - Website Cloud Storage Backup - IT	70.00	
CC 102 UpdraftPlus	PO 949 Technology Services - Website Cloud Backup Subscription - IT	42.00	
CC 104 Washington Library Association	PO 970 Professional Services - WLA Virtual Conference Fees - NOLS	65.00	
CC 105 Washington Library Association	CREDIT: PO 817 Training and Conference - WLA Conference Fee Refund - NOLS CREDIT: PO 665 Professional Services	(210.00)	
CC 106 Washington Library Association	- WLA Conference Fee - NOLS	(165.00)	
CC 107 Washington Library Association	CREDIT: PO 643 Professional Services - WLA Conference Fee - NOLS PO 964 Technology Services	(210.00)	
CC 108 Zoom	- Monthly Video Conferencing Subscription - NOLS	16.30	
CC 109 Zoom	PO 994 Technology Services - Monthly Video Conference Software Subscription - NOLS	16.30	
CC 110 Zoom	PO 994 Technology Services - Monthly Video Conference Software Subscription - NOLS	16.30	
CC III Zoom	PO 994 Technology Services - Monthly Video Conference Software Subscription - NOLS	16.30	
CC 112 Zoom	PO 994 Technology Services - Monthly Video Conference Software Subscription - NOLS	16.30	17,812.39
COMMUNICATIONS			
959 CenturyLink 300511187 FO	Communications - Voice - FO	87.09	
960 CenturyLink 300561130 CB	Communications - Voice - CB	79.47	
	· ····· · · · · · · · · · · · · · · ·		

Category Claimant	Purpose	Amount	Subtotal
961 CenturyLink 360-681-7811 468B SQ	Communications - Voice - SQ	126.38	
962 CenturyLink Bus. Svcs Acct 80206626	Communications - POTS	65.23	
963 CenturyLink Bus. Svcs Acct 89564136	Communications - Data - CB	2,117.99	
964 CenturyLink PA 360-457-3125 933B	Communications - Fax - PA	264.10	
1024 Verizon Wireless - HotSpot - 942071551	Verizon Wireless - HotSpot - 942071551 - NOLS	120.03	
	Verizon Wireless - Hotspot - 942339722 - NOLS	304.00	
1025 Verizon Wireless - Hotspot - 942339722	·	3,783.12	
1030 WDH - Wave Business	Communications - Internet - IT	<u> </u>	
CC 93 Stamps.com	PO 790 Communication - Postage - TS	250.00	
CC 94 Stamps.com	PO 856 Communication - Postage - TS	250.00	
CC 96 Stamps.com	PO 852 Communication - Postage - TS	250.00	7.700.00
CC 103 USPS	PO 947 Communication - Postage - TS	3.52	7,700.93
TRAVEL			
983 Goff, Sarah Louise	Business Travel - Mileage Reimbursement - IT	81.76	
CK 2206 Dunlap, Clair	Business Travel - Interview for LI YS on West End - NOLS	539.72	621.48
OPERATING RENTALS AND LEAS	ES		
	PO 915 Operating Rentals - Annual Box Rent		
1023 US Postmaster	- PO Box 106 - CB	160.00	160.00
<u>UTILITIES</u>	Dublic Helicites FO	105.00	
965 City of Forks	Public Utilities - FO	105.82	
966 City of Port Angeles/Orcas Avenue	Public Utilities - PA	203.95	
967 City of Port Angeles/Peabody St.	Public Utilities - PA	4,224.39	
968 City of Sequim	Public Utilities - SQ	98.05	
969 Clallam County Public Works Dept.	Public Utilities - CB	56.50	
970 Clallam County PUD	Public Utilities - CB	362.00	
971 Clallam County PUD	Public Utilities - FO	420.00	
972 Clallam County PUD	Public Utilities - SQ	641.00	
980 DM Disposal Company, Inc.	Public Utilities - PA - SQ	523.87	
1031 West Waste & Recycling	Public Utilities - FO - CB	56.43	6,692.01
REPAIR AND MAINTENANCE			
	PO 942 Repair and Maintenance		
974 D & C Lock and Key LLC	- New Handle and Lock Restroom FO - FAC	130.20	
	PO 891 Repair and Maintenance		
989 Hi-Tech Security, Inc.	- FO Fire Alarm Monitoring - Annual to 10-2022 - FAC	416.64	
	PO 907 Repair and Maintenance		
990 Hi-Tech Security, Inc.	- Annex Fire Alarm Monitoring - Annual to 11-2022 - FAC	352.51	
	PO 957 Repair and Maintenance		
991 Hi-Tech Security, Inc.	- PA Fire Alarm TEST - FAC	450.00	
	PO 991, 992 Repair and Maintenance		
992 Hi-Tech Security, Inc.	- CB and FO Fire Alarm TEST - FAC	690.00	
	Copier Maintenance - All Branches		
1007 Pacific Office Equipment, Inc.	PO 906 Repair and Maintenance - Copier Repair - PA	703.93	
1010 5 5	PO 898 Groundskeeping	212	
1010 Rainbow Sweepers, Inc.	- PA Parking Lot Sweeping 10-03-21 - FAC	212.16	
1012 Sanfand Indication Inc.	PO 969 Repair and Maintenance - PA Irrigation Winterization - FAC	200.02	
1012 Sanford Irrigation, Inc.		298.93	
IOI3 Sound Engage Systems	PO 956 Repair and Maintenance - PA HVAC Controls Quarterly Maintenance - FAC	902.49	4.057.05
1013 Sound Energy Systems	- 17/11/70 Cond of Quarterly Plaintenance - FAC	802.68	4,057.05

Category Claimant	Purpose	Amount	Subtotal
BUILDINGS AND STRUCTURES			
	PO 774 Buildings and Structures		
953 Budget Blinds	- Window Shades FO - 2 of 2 FAC	756.24	756.24
MACHINERY AND EQUIPMENT			
976 Demco, Inc.	PO 973 Machinery and Equipment - Opto Cart - FO	3,730.84	
1026 Viking Sew & Vac	PO 989 Machinery and Equipment - Vacuum Cleaner FAC	814.91	
CC 21 Amazon.com	PO 883 Machinery and Equipment - Lab Laptop RAM - IT	40.25	
	CREDIT: PO 837 Machinery and Equipment		
CC 100 Uline	- Cabinet for Workroom - CB	(728.21)	3,857.79
SALES TAX			
979 Dept. of Revenue - Use/Sales Tax	September 2021 Sales & Use Tax - EFT 888	50.57	50.57
FINES AND FEES, PATRON REF	<u>UNDS</u>		
CK 2207 NOLS Patron	Patron Refund	14.98	
CK 2208 NOLS Patron	Patron Refund	16.95	31.93
		343,346.36	343,346.36



Voucher Approval for October 2021

The undersigned Board of Trustees of the North Olympic Library System certify that merchandise or services specified have been received and that the following vouchers #933 through #1036 are approved in the amount of \$343,346.36 this 18th day of November 2021.

Trustee	Trustee
Trustee	Trustee
Trustee	Library Director

No.	Claimant	Purpose	Amount
933	NOLS Employee	HRA Reimbursement	92.05
934	ADP Tax/Financial Services	Net Payroll (PPE 09-30-2021) - EFT 884	173,680.48
		Payroll Services	
935	ADP, LLC	- Payroll Processing - (PPE 09-30-2021) - NOLS	54.21
936	Amazon.com	Collection Materials	58.82
937	Amazon.com	Collection Materials	59.35
938	Amazon.com	Collection Materials	283.74
939	Amazon.com	Collection Materials	279.40
940	Baker & Taylor Entertainment	Collection Materials	633.90
941	Baker & Taylor Entertainment	Collection Materials	310.15
942	Baker & Taylor Entertainment	Collection Materials	1,099.11
943	Baker & Taylor Entertainment	Collection Materials	422.65
944	Baker & Taylor Information	Collection Materials	1,325.37
		Collection Materials	
		PO 926 Program Supplies	
945	Baker & Taylor Information	- Books - Intentional Aging (VFOL)	2,597.72
		Collection Materials	
		PO 966 Technology Services - Enhanced Catalog Content	
946	Baker & Taylor Information	- Content Cafe - 12/21- 11/22 TS	9,712.26
947	Baker & Taylor Information	Collection Materials	3,435.23
		PO 734 Technology Services	
948	BlackPoint IT Services	- Barracuda Subscription Renewal - Annual to Aug 2022 - IT	4,778.50
949	Blackstone Audio, Inc.	Collection Materials	128.82
950	Blackstone Audio, Inc.	Collection Materials	237.59
95 I	Brodart Company	Collection Materials	137.08
952	Brodart Company	Collection Materials	137.08

No.	Claimant	Purpose	Amount
		PO 774 Buildings and Structures	
953	Budget Blinds	- Window Shades FO - 2 of 2 FAC	756.24
954	CED Consolidated Electrical Distributors	PO 901 Maintenance Supplies - Light Bulbs - FAC	97.92
955	CENGAGE Learning	Collection Materials	186.80
956	CENGAGE Learning	Collection Materials	261.03
957	CENGAGE Learning	Collection Materials	31.81
958	Center Point Large Print	Collection Materials	230.70
959	CenturyLink 300511187 FO	Communications - Voice - FO	87.09
960	CenturyLink 300561130 CB	Communications - Voice - CB	79.47
96 I	CenturyLink 360-681-7811 468B SQ	Communications - Voice - SQ	126.38
962	CenturyLink Bus. Svcs Acct 80206626	Communications - POTS	65.23
963	CenturyLink Bus. Svcs Acct 89564136	Communications - Data - CB	2,117.99
964	CenturyLink PA 360-457-3125 933B	Communications - Fax - PA	264.10
965	City of Forks	Public Utilities - FO	105.82
966	City of Port Angeles/Orcas Avenue	Public Utilities - PA	203.95
967	City of Port Angeles/Peabody St.	Public Utilities - PA	4,224.39
968	City of Sequim	Public Utilities - SQ	98.05
969	Clallam County Public Works Dept.	Public Utilities - CB	56.50
970	Clallam County PUD	Public Utilities - CB	362.00
97 I	Clallam County PUD	Public Utilities - FO	420.00
972	Clallam County PUD	Public Utilities - SQ	641.00
	,	PO 887 Professional Services	
973	C-N-I Locates Ltd	- Underground Utility Location Service PA - FAC	793.80
		PO 942 Repair and Maintenance	
974	D & C Lock and Key LLC	- New Handle and Lock Restroom FO - FAC	130.20
975	NOLS Employee	HRA Reimbursement	189.02
976	Demco, Inc.	PO 973 Machinery and Equipment - Opto Cart - FO	3,730.84
977	Dept. of Labor & Industries	Q3 2021 L&I - NOLS	6,223.04
978	Dept. of Retirement Systems	PERS and DCP (PPE 09-30-21) - EFT 885	36,614.19
979	Dept. of Revenue - Use/Sales Tax	September 2021 Sales & Use Tax - EFT 888	250.44
980	DM Disposal Company, Inc.	Public Utilities - PA - SQ	523.87
981	E-Rate Expertise	PO 982 Professional Services - E-rate Consulting - NOLS	1,200.00
982	NOLS Employee	HRA Reimbursement	945.10
983	Goff, Sarah Louise	Business Travel - Mileage Reimbursement - IT	81.76
		PO 903 Professional Services	
984	Haggard & Ganson LLP	- Legal Services for Discovery Tool RFP - ADM	165.00
985	Hartford Retirement Plan Solutions	MMDCP 10-2021 (PPE 09-30-21) - EFT 886	230.00
		PO 916 Maintenance Supplies	
986	Hartnagel Building Supply	- Lumber for YA Desk Barrier PA - FAC	20.30
987	Health Care Authority	HCA 10-2021 (PPE 09-30-21)	35,608.81
988	HealthEquity	HSA ER Contributions - October 2021	666.65
		PO 891 Repair and Maintenance	
989	Hi-Tech Security, Inc.	- FO Fire Alarm Monitoring - Annual to 10-2022 - FAC	416.64
		PO 907 Repair and Maintenance	
990	Hi-Tech Security, Inc.	- Annex Fire Alarm Monitoring - Annual to 11-2022 - FAC	352.51

No.	Claimant	Purpose	Amount
		PO 957 Repair and Maintenance	
99 I	Hi-Tech Security, Inc.	- PA Fire Alarm TEST - FAC	450.00
		PO 991, 992 Repair and Maintenance	
992	Hi-Tech Security, Inc.	- CB and FO Fire Alarm TEST - FAC	690.00
993	Ingram Library Services	Collection Materials	305.33
994	Ingram Library Services	Collection Materials	269.40
995	Juarez, Jonathan	C21 Programing - Laughter Yoga (VFOL)	100.00
996	NOLS Employee	HRA Reimbursement	34.58
997	Midwest Tape	Collection Materials	800.47
998	Midwest Tape	Collection Materials	518.77
999	Midwest Tape	Collection Materials	663.19
1000	Midwest Tape	Collection Materials	490.93
		October 2021 Revolving Fund Reimbursement	
1001	North Olympic Library System	(* Detail Below)	571.65
		PO 897 Technology Services	
1002	OCLC, Inc.	- Bibliographic Utility Monthly Subscription - Cat & ILL - TS	2,521.05
1003	Olympic Laundry & Dry Cleaners, Inc.	PO 892 Professional Services - Laundry - FAC	268.27
1004	OverDrive, Inc.	Collection Materials	362.65
1005	OverDrive, Inc.	Collection Materials	1,657.00
1006	OverDrive, Inc.	Collection Materials	425.14
		Copier Maintenance - All Branches	
1007	Pacific Office Equipment, Inc.	PO 906 Repair and Maintenance - Copier Repair - PA	703.93
		C19 Programing - Quileute Resilience	
1008	Penn-Charles, Ann	- Hope and Healing (VFOL)	200.00
1009	Quill Corporation	PO 890 Office Supplies - Coffee (Coffee Fund) - ADM	59.96
		PO 898 Groundskeeping	
1010	Rainbow Sweepers, Inc.	- PA Parking Lot Sweeping 10-03-21 - FAC	212.16
1011	NOLS Employee	HRA Reimbursement	408.00
		PO 969 Repair and Maintenance	
1012	Sanford Irrigation, Inc.	- PA Irrigation Winterization - FAC	298.93
		PO 956 Repair and Maintenance	
1013	Sound Energy Systems	- PA HVAC Controls Quarterly Maintenance - FAC	802.68
1014	C IDICI: I	PO 941 Professional Services - Legal Ad in the PDN - NOLS	41.10
1014	Sound Publishing Inc	•	41.18
1015	Sound Bublishing Inc	PO 958 Professional Services - Recruitment Advertising - NOLS	47.45
1015	Sound Publishing Inc	PO 984 Supplies and Maintenance	77.45
1016	Swains General Store, Inc.	- Key Rings - Bait Station - FAC	56.64
1010	Swams General Store, me.	PO 851 Professional Services	30.01
1017	Swank Movie Licensing USA	- Copyright Compliance Site Licenses - 10/20/21 - 09/2022	1,292.00
		PO 872 Maintenance Supplies - Cleaning Supplies	.,_,_,
1018	The Home Depot Pro	- Paper Towels - FAC	530.04
1019	True Value	PO 896 Maintenance Supplies - Clock FO - FAC	22.77
1020	Unique Management Services, Inc.	Professional Services - Debt Collection	85.05
1021	United Way of Clallam County	United Way Donations (PPE 09-30-21)	85.00
	Since Tray of Clanain Country		05.00

No.	Claimant	Purpose	Amount
1022	US Bank	Credit Card Services - September 2021 (* Detail Below)	10,543.68
		PO 915 Operating Rentals	
1023	US Postmaster	- Annual Box Rent - PO Box 106 - CB	160.00
1024	Verizon Wireless - HotSpot - 942071551	Verizon Wireless - HotSpot - 942071551 - NOLS	120.03
1025	Verizon Wireless - Hotspot - 942339722	Verizon Wireless - Hotspot - 942339722 - NOLS	304.00
1026	Viking Sew & Vac	PO 989 Machinery and Equipment - Vacuum Cleaner FAC	814.91
1027	Washington Library Association	PO 931 Training Fee - Conference Fee - NOLS	25.00
1028	Washington State Patrol	Professional Services - Background Checks - NOLS	22.00
1029	WCIF	Vision/Life/EAP Premiums 10-2021 (PPE 09-30-21)	1,251.18
1030	WDH - Wave Business	Communications - Internet - IT	3,783.12
1031	West Waste & Recycling	Public Utilities - FO - CB	56.43
1032	NOLS Employee	HRA Reimbursement	64.52
1033	WSCCCE - WPAS, Inc	Dental Premiums (PPE 09-30-21) - November Coverage	5,401.44
1034	WSCCCE-Council 2, AFSCME AFL-CIO	Union Dues 10-2021 (PPE 09-30-21)	2,020.03
1035	wт сох	Collection Materials	5,459.65
1036	YourMembership.com, Inc	PO 934 Professional Services - ALA JobLIST Posting - ADM	324.00
			343,346.36

* Detail -	NOLS	Revolving	Fund A	Account -	V	oucher	#100	ı
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2206	Dunlap, Clair	Business Travel - Interview for LI YS on West End - NOLS	539.72
2207	NOLS Patron	Patron Refund	14.98
2208	NOLS Patron	Patron Refund	16.95
			571.65

* Detail - NOLS US Bank Credit Card Purchases Voucher #1022			
I	Amazon.com	PO 789 Technology Supplies - Printer Power Supplies - IT	75.03
2	Amazon.com	PO 820 Technology Supplies - Display Cables - IT	79.60
3	Amazon.com	PO 850 Technology Supplies - Monitor Power Supplies - IT	36.98
4	Amazon.com	PO 850 Technology Supplies - Anti-fatigue Mat - IT	45.64
		PO 877 Technology Supplies	
5	Amazon.com	- Server Rack Fan and Label Cartridges - IT	130.54
6	Amazon.com	PO 877 Technology Supplies - Rulers - IT	15.90
7	Amazon.com	PO 877 Technology Supplies - Zip Ties - IT	24.75
8	Amazon.com	PO 924 Program Supplies - Teen Lit Bags (VFOL)	127.27
9	Amazon.com	PO 925 Program Supplies - PAHS Book Club (PAFOL)	163.66
10	Amazon.com	PO 974 Program Supplies - SRP Grand Prize (VFOL)	11.95
11	Amazon.com	PO 975 Program Supplies - SRP Grand Prize (VFOL)	95.27
12	Amazon.com	PO 977 Program Supplies - SRP Grand Prize (VFOL)	108.79
13	Amazon.com	PO 979 Program Supplies - SRP Grand Prize (VFOL)	53.02
14	Amazon.com	PO 978 Program Supplies - SRP Grand Prize (VFOL)	27.19

No.	Claimant	Purpose	Amount
15	Amazon.com	PO 767 Program Supplies - Resiliency Month Items (VFOL)	60.88
16	Amazon.com	PO 767 Program Supplies - Resiliency Month Items (VFOL)	480.19
17	Amazon.com	PO 845 Program Supplies - Resiliency Kits (VFOL)	
18	Amazon.com	PO 927 Program Supplies - Intentional Aging (VFOL)	13.26
		PO 884 Small Tools and Equipment	
19	Amazon.com	- Handheld Vacuum Supplies - IT	6.75
		PO 884 Small Tools and Equipment	
20	Amazon.com	- Handheld Vacuum Supplies - IT	16.96
21	Amazon.com	PO 883 Machinery and Equipment - Lab Laptop RAM - IT	40.25
22	Amazon.com	PO 884 Small Tools and Equipment - Handheld Vacuum - IT	114.23
		PO 910 Office Supplies	
23	Amazon.com	- Personnel Folders and Pens - ADM	69.59
24	_	PO 768 Program Supplies	42.12
24	Amazon.com	- Resiliency Month Supplies (VFOL) PO 768 Program Supplies	42.13
25	Amazon.com	- Resiliency Month Supplies (VFOL)	43.38
	Amazon.com	PO 768 Program Supplies	13.30
26	Amazon.com	- Resiliency Month Supplies (VFOL)	73.74
		PO 860 Merchandise for Resale	
27	Amazon.com	- Flash Drives for Resale - NOLS	57.76
28	Amazon.com	PO 862 Office Supplies - Archival Boxes - NOLS	27.19
29	Amazon.com	PO 806 Office Supplies - Toner and Ink - FAC	150.14
30	Amazon.com	PO 895 Office Supplies - Toner and Ink - PA	287.46
31	Applebee's	PO 976 Program Supplies - SRP Grand Prize (VFOL)	100.00
32	Arco	PO 889 Business Travel - Fuel for Pacifica - NOLS	45.15
33	Circle K	PO 954 Business Travel - Fuel for Nolsy Red - FAC	51.22
34	Circle K	PO 923 Business Travel - Fuel for Nolsy Red - NOLS	45.62
35	Clallam Co-op	PO 864 Equipment Fuel - Gas for Leaf Blower - FAC	3.91
36	Clallam Co-op	PO 875 Business Travel - Fuel for Westy - FAC	30.22
37	Costco	PO 971 Training Supplies - ASTD Snacks - NOLS	363.39
38	Costco.com	PO 783 Office Supplies - Pens and Staplers - FO	35.77
39	Costco.com	PO 783 Office Supplies - Pens and Staplers - FO	34.70
40	Dell Marketing	PO 805 Office Supplies - Toner and Ink - PA	78.33
41	Dell Marketing	PO 805 Office Supplies - Toner and Ink - PA	82.68
42	Demco, Inc.	PO 758 Office Supplies - Processing Supplies - TS	104.91
43	Demco, Inc.	PO 862 Office Supplies - Archival Newspaper Box - NOLS	129.45
		PO 995 Technology Services	
44	DialMyCalls.com	- Staff Emergency Contact System - NOLS	19.99
		PO 909 Technology Services	
45	eFax Corporate	- Confidential HR Fax Service - ADM	29.99
		PO 960 Professional Service	
46	Evenbright	- Community Resilience Conference Fees - NOLS	25.00
		PO 932 Supplies and Maintenance	
47	Home Depot	- Parts for Bike Shelter - FAC	63.41
40		PO 932 Supplies and Maintenance - Parts for Bike Shelter - FAC	(40.01
48	Home Depot	- raits for bike sheller - FAC	640.81

No.	Claimant	Purpose	Amount
		CREDIT: PO 932 Supplies and Maintenance	
49	Home Depot	- Returned Items - Parts for Bike Shelter - FAC	(640.81)
50	KCDA Purchasing Cooperative	PO 718 Office Supplies - General Supplies - PA	12.56
51	KCDA Purchasing Cooperative	PO 718 Office Supplies - Paper - PA	51.91
52	KCDA Purchasing Cooperative	PO 804 Office Supplies - General Supplies - PA	66.36
53	KCDA Purchasing Cooperative	PO 804 Office Supplies - Paper - PA	20.14
54	KCDA Purchasing Cooperative	PO 753 Office Supplies - Processing Supplies - Tape - TS	100.52
55	KCDA Purchasing Cooperative	PO 876 Office Supplies - Tape - PA	24.70
56	KCDA Purchasing Cooperative	PO 876 Office Supplies - Paper - PA	41.27
57	Lower Elwha Food & Fuel	PO 852 Equipment Fuel - Gas for Power Equipment - FAC	24.16
58	Lower Elwha Food & Fuel	PO 853 Business Travel - Fuel for Chevy Van - FAC	50.00
59	Lower Elwha Food & Fuel	PO 955 Business Travel - Fuel for Nolsy Red - FAC	46.46
60	Lower Elwha Food & Fuel	PO 900 Business Travel - Fuel for Westy - NOLS	32.24
		PO 826 Technology Services	
61	Microsoft Office	- Microsoft 365 Academic Licenses - IT	839.58
		PO 827 Technology Services	
62	Microsoft Office	- Microsoft 365 Business Voice Licenses - IT	123.48
(3	MDCC	PO 908 Professional Services	35.00
63	MRSC	- Inclusive Hiring Practices Training Fee - ADM	35.00
64	National Pen Co LLC	PO 965 Collection Materials - Reusable Bags - Bag Ban Bags - NOLS	237.72
65	Norwest Graphics	PO 661 Program Supplies - Bags for Class Visits (PAFOL)	1,587.60
03	Norwest Graphics		1,507.00
66	Oregon State Patrol	PO 911 Professional Services - Background Checks - NOLS	33.00
67	Pacific Rivers	PO 840 Collection Materials	25.00
		PO 816 Professional Services	
68	Pay Pal	- ABOS Conference Fees - NOLS	69.00
69	PayFlow Pro	PayPal Monthly Gateway Fee - NOLS	59.95
70	POSPAPER.com	PO 914 Office Supplies - Receipt Paper - PA	170.90
71	POSPAPER.com	CREDIT: PO 914 Office Supplies - Receipt Paper - PA	(42.73)
72	PWM Press	PO 886 Program Supplies - Virtual Murder Mystery (VFOL)	26.95
73	Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	731.07
74	Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	28.72
75	Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	151.77
76	Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	180.52
77	Quill Corporation	PO 962 Office Supplies - Toner and Ink - FO	180.52
78	Quill Corporation	PO 963 Office Supplies - Toner and Ink - FO	255.34
79	Quill Corporation	PO 963 Office Supplies - Toner and Ink - FO	339.19
80	Quill Corporation	PO 859 Office Supplies - Toner and Ink - FO	529.77
81	Quill Corporation	PO 859 Office Supplies - Paper - FO	90.83
82	Safeway Fuel	PO 833 Business Travel - Fuel for Nolsy White - FAC	36.10
83	Safeway Fuel	PO 813 Business Travel - Fuel for Nolsy Red - FAC	46.99
84	Shell	PO 796 Business Travel - Fuel for Westy - NOLS	36.26
85	Shell	PO 841 Business Travel - Fuel for Pacifica - NOLS	58.10
		PO 842 Business Travel - Fuel for Pacifica - NOLS	
86	Shell	1 O 072 Dusiness 11 avei - 1 dei 101 Facilica - 14OLS	39.53

No.	Claimant	Purpose	Amount
87	Shell	PO 865 Business Travel - Fuel for Pacifica - NOLS	48.09
88	Shell	PO 873 Business Travel - Fuel for Pacifica - NOLS	44.18
89	Shell	PO 879 Business Travel - Fuel for Westy - NOLS	30.00
90	Shell	PO 899 Business Travel - Fuel for Westy - NOLS	27.31
91	Shell	PO 922 Business Travel - Fuel for Nolsy Red - NOLS	35.30
92	Shell	PO 857 Business Travel - Fuel for Chevy Van - FAC	89.55
93	Stamps.com	PO 790 Communication - Postage - TS	250.00
94	Stamps.com	PO 856 Communication - Postage - TS	250.00
95	Stamps.com	PO 878 Technology Services - Monthly Service Charge - TS	19.57
96	Stamps.com	PO 852 Communication - Postage - TS	250.00
97	Stamps.com	PO 881 Office Supplies - Processing Supplies - Labels - TS	242.07
98	Stourwater Pictures	PO 888 Collection Materials	82.84
99	StringKing	PO 844 Maintenance Supplies - Disposable Masks - FAC	108.04
100	Uline	CREDIT: PO 837 Machinery and Equipment - Cabinet for Workroom - CB	(728.21)
		PO 948 Technology Services	,
101	UpdraftPlus	- Website Cloud Storage Backup - IT	70.00
		PO 949 Technology Services	
102	UpdraftPlus	- Website Cloud Backup Subscription - IT	42.00
103	USPS	PO 947 Communication - Postage - TS	3.52
		PO 970 Professional Services	
104	Washington Library Association	- WLA Virtual Conference Fees - NOLS	65.00
		CREDIT: PO 817 Training and Conference	
105	Washington Library Association	- WLA Conference Fee Refund - NOLS	(210.00)
		CREDIT: PO 665 Professional Services	(145.00)
106	Washington Library Association	- WLA Conference Fee - NOLS	(165.00)
107	Mashington Library Association	CREDIT: PO 643 Professional Services - WLA Conference Fee - NOLS	(210.00)
107	Washington Library Association	PO 964 Technology Services	(210.00)
108	Zoom	- Video Conferencing Subscription - NOLS	16.30
	200	PO 994 Technology Services	10.50
		- Video Conference Software Subscription	
109	Zoom	- Monthly Charge - NOLS	16.30
		PO 994 Technology Services	
		- Video Conference Software Subscription	
110	Zoom	- Monthly Charge - NOLS	16.30
		PO 994 Technology Services	
		- Video Conference Software Subscription	
111	Zoom	- Monthly Charge - NOLS	16.30
		PO 994 Technology Services	
		- Video Conference Software Subscription	
112	Zoom	- Monthly Charge - NOLS	16.30
			10,543.68

No.	Claimant	Purpose	Amount
* Detail - NOLS Electronic Fund Transfer (EFT) Payments for Payroll Services			
EFT 884	ADP Tax/Financial Services	Net Payroll and Taxes (PPE 09-30-21)	173,680.48
EFT 885	Dept. of Retirement Systems	PERS and DCP Retirement (PPE 09-30-21)	36,614.19
EFT 886	Hartford Retirement Plan Solutions	MMDCP (PPE 09-30-21)	230.00
			210,524.67



2022 Proposed Operating Budget

Second Board Review and Public Hearing November 18, 2021

Staff Report



Meeting Date: November 18, 2021
To: Library Board of Trustees

From: Noah Glaude, Executive Director

Subject: Review and Adoption of Operating Budget for FY 2022

Public Hearing on the 2022 Operating Budget

Attachments: Proposed 2022 Operating Budget - Summary

2022 Budget Guidelines 2021-22 Strategic Roadmap

Topic/Issue: The Library Board of Trustees will review the final draft of the Library's Operating Budget for 2022, and conduct the second public hearing on the budget. In order to meet the Clallam County deadlines for submission of budget resolutions and levy certifications, the Board must adopt a budget at their November 18 meeting.

Background: The Board reviewed an earlier draft of the proposed operating budget at the October meeting. The public hearing in November provides a second opportunity for members of the public to review the proposed budget and provide feedback to the Board.

Background information on NOLS' levy, budget, and fiscal outlook is detailed in the Library's *Fiscal Factors Overview* document. A copy of this document was provided to the Board at the September meeting, and is always available to the public on the NOLS website.

Policy Considerations: NOLS <u>Policy 5.15</u>, <u>Fiscal Management Policy</u> states the North Olympic Library System Board of Trustees establishes Fiscal Management Policy in order insure that the Library's fiscal, financial, and budget practices are conducted according to sound and accepted financial procedures and policies, and to support responsible and sustainable stewardship of public resources.

Discussion: The Management Team played a key role in the development of this proposed budget. The Management Team sets system-wide priorities which reflect NOLS' Strategic Roadmap and Initiatives and branch and department work plans for the coming year. Managers developed their respective branch/department budgets, and then worked together to jointly review and finalize this budget. Financial Operations Manager John DeFrancisco built the all-important personnel detail with the assistance of HR and Business Manager, Shaina Rajala. The personnel detail calculates salary and benefit costs for all NOLS positions for the coming year. Personnel costs represent approximately

74% of the total 2021 budget, so having accurate salary and benefits projections is crucial to having an accurate budget. The Board's Finance Committee has reviewed and approved this proposed budget.

Revenues for the proposed budget were calculated based on certified Assessed Valuations received from the County Assessor's office on November 8, 2021. NOLS' 2021 levy rate stands at 41¢ per thousand of the county's AV. One percent growth in the 2021 tax levy will compress the levy rate to approximately 38¢/\$1000 AV in 2022. The total 2022 Operating Budget stands at \$5,514,646, an increase of \$407,898 (approximately 8.0%) from the 2021 Operating Budget of \$5,106,748.

Tax Revenue Estimates

Approximately 81.8% of estimated revenues for the 2022 budget derive from next year's property taxes. These revenues are levied and collected on the Library's behalf by Clallam County. Certified tax values were received from the Clallam county Assessor on November 8, 2021. Based on these figures the Districts taxable Assessed Valuation figure for 2022 levy is \$11,968,220,628, and the new construction value estimate is \$115,204,358. Library tax revenues were estimated applying all potential limiting factors to these values. The applicable limiting factor for the Library in 2022 is the 1% growth limitation allowed under law, resulting in tax revenue growth of \$43,980, for a total of \$4,441,986. New construction will provide an add-on of approximately \$64,016, and a refund levy will provide an additional \$4,929, in 2022.

If the 1% growth limitation were not a factor, which has compressed the levy rate to 37.6¢/\$1000 AV, and NOLS could collect at the statuary limit of 50¢/\$1000 AV, NOLS would have collected approximately \$5,984,110 in 2022, \$1,542,142 more than NOLS will currently collect.

Library Fees

Revenues for 2022 from lost and damaged materials fees have been estimated at \$10,000. This revenue line was first lowered in 2021 to account for reduced use while COVID-19 restrictions are place. Some restrictions, which will result in less use and fees, are expected to continue into early 2022.

Miscellaneous Revenues

The sum of \$6,300 has been budgeted for interest income. The bulk of NOLS operating funds are invested via the State Pool. The interest rate on State Pool funds decreased from a high point of 2.538% in April 2019, to the low of 0.075% in May 2021. Based on the rates over the last few years, and available predictors for the coming year, 2022 estimates for interest income for operating funds held in the State Pool have been adjusted downward from the 2021 estimates. Interest from the Port Angeles Capital Replacement account and the Bode Bequest funds (held in certificates of deposit) is restricted by fund designation, and is therefore *not* included when calculating interest income to be applied to the operating budget.

A total of \$69,000, representing donations from Friends of the Library groups, has been included as estimated revenue. For the most part, Friends' donations are directed toward support for library programming and events. NOLS' exceptional array of public programming is largely dependent on the generous support of the Friends groups, whose donations comprise about 92% of the total revenues budgeted for program support in 2022.

The donations revenue line includes \$3,000 from the NOLS General Donation Fund to supplement programming supply needs at the West End Branches, specifically program prizes, which if purchased with property tax revenue would be considered a gift of public funds.

Also included in donations revenue is \$30,000 from the Sequim Donation Fund. These funds will be utilized to support activities related to the Sequim Library Expansion and Renovation Project, including fundraising, informational print material, and postage to notify residents about project progress, closures and temporary relocation.

Revenues and expenditures for grant projects are customarily not reflected in the NOLS operating budget, due to the varied timing, use restrictions, and pass-through accounting nature of most grant projects.

E-rate revenues are received as part of the federal reimbursement program related to telecommunications. E-rate reimbursements have been estimated at \$52,000 for 2022, 23% more than in 2021.

Timber Revenue

In accordance with Policy 5.15: Fiscal Management, and established Board practice, projected revenues from timber and forest products are not included in the operating budget for 2022. The Board will be presented with a draft of the Capital Budget for 2022 at the January 2022 meeting. Revenue for the Capital Budget is drawn from the Capital Budget account. The Finance Committee will have opportunities to review drafts of the 2022 Capital Budget prior to its presentation to the Board in January.

Personnel Expenditures

Personnel costs (salaries and benefits) represent 73.65% of the total 2022 budget. Personnel costs stand at \$4,061,724 in this proposed operating budget, up from the \$3,730,079 budgeted in 2021, an increase of 8.89%. Personnel expense calculations reflect salaries, anticipated step (proficiency) increases, longevity benefits (CSBs), and other established cost increases and decreases, for all current and proposed 2022 positions; routine annual increases to these costs are projected.

In 2022, the minimum wage will increase by 80¢, 5.83%, to \$14.49/hour. As recommended by the State Auditor, provision is also made for "pay out" of compensated leave balances, to support anticipated or possible retirements/separations. The personnel array for 2022, on which the personnel budget is based, includes a very limited number of strategic staffing reconfigurations and/or reclassifications, which may be implemented for operational purposes during 2022. Even with those expected changes, at this time, FTE is expected to increase only 0.5 to 56.6 FTE in 2022.

NOLS has completed collective bargaining with the General Employees Union (GEU) and has reached a tentative agreement on a 2022 contract. The proposed 2022 Operating Budget reflects all known personnel costs, and increases which resulted from the negotiations with the GEU Union, including a 4% cost of living adjustment, a pro-rated dental benefit for part-time employees, and beginning the Continuous Service Benefit after an employee has been employed for six years, two years earlier than current practice.

There will be a moderate increase to medical (1.3%) premiums and dental (3%) premiums for 2022. Possible increases to L&I are not yet known. At present there is no expectation of any 2022 rate increase related to Public Employees' Retirement System (PERS); a 21% decrease to the employer-paid PERS rates went into effect in 2021. No additional rate changes are expected in 2022, although it should be noted that PERS rate increases have been known to go into effect unexpectedly.

Supplies Expenditures

Friends of the Library contributions are essential to NOLS' ability to provide library programming. For budgeting purposes Friends' support for programming is split between *Supplies* and *Services*; in the 2022 Operating Budget, Friends' funding for program supplies stands at an estimated total of \$69,000. Programming supplies include expenditures for a wide array of items, ranging from craft materials to prizes. As noted above, Friends' donations provide about 88.5% of the funding necessary to support library programming – NOLS truly could not provide this core service without support from the Library's wonderful and generous Friends of the Library groups.

Collection materials (books, DVDs, downloadable audio books, e-books, online databases and other library materials) are included in the Supplies category. The proposed 2022 operating budget decreases the amount budgeted for collection materials by 1%, bringing the total materials budget to \$480,000 or approximately 9% of the total budget. In 2011 (following the 2010 Levy Lid Lift) NOLS initiated a plan to address longstanding inadequacies in the collection. The 2022 materials budget represents a 51% increase over the pre-levy 2010 materials budget of \$317,754. As a result of this increased funding during the past decade, the NOLS collection has fully recovered from earlier years of tight budgets. The modest year-to-year spending increase in recent years has primarily addressed inflation, rather than growth. Due to COVID-19 impacts on the publishing industry and library use the past year, library staff believe they can continue to develop the collection without an increase in funding in 2022.

Most of the projected costs for general operating supplies have remained relatively stable, with the usual year-to-year small increases and a few minor decreases.

Services and Charges

Most of the projected costs within this category have remained relatively stable, with the usual year-to-year small increases and a few minor decreases.

In order to help complete NOLS' Strategic Initiatives in 2022, funds have been designated for several consultants. In 2021, \$25,000 was budgeted for fiscal planning and a library card campaign, but those funds were not utilized, due to the continued response to the pandemic and other complications. Consultants for fiscal planning and the library card campaign are being budgeted for again in 2022, in addition to \$40,000 for a consultant to complete a staff compensation study and \$5,000 for an accessibility audit of NOLS facilities, part of the Library's focus on equity, diversity and inclusion work. RFPs will be conducted as necessary before hiring consults, so exact costs could be significantly less that what is budgeted.

NOLS will continue to budget for an E-rate consultant to ensure the Library is fully and efficiently utilizing the Federal E-rate program. Consultants may be needed for Facilities and IT work (repaving

parking lots or updating network infrastructure), so \$3,000 for consulting fees has been budgeted for each of those departments.

Friends of the Library donations are also key in the area of *Professional Services*, contributing \$34,500 to help cover the \$40,500 that is budgeted to pay for contracted speakers and performers at Library-sponsored events, and other reimbursed services.

Communications

A 20% decrease in *Communications* can mostly be attributed to the resolution of an ongoing issue NOLS has had with CenturyLink / Lumen related to the internet service provided to the Clallam Bay Branch Library.

The amount budgeted for postage has increased from \$17,000 to \$22,000. This increase is mostly meant to cover increased communication with Sequim-area residents about the Sequim Expansion and Renovation Project.

In anticipation of the need for additional cell phone service for Outreach staff on the new bookmobile, and other staffing needs, the amount budgeted for cell phone service has doubled from \$1,500 to \$3,000.

Travel

Since the pandemic moved most trainings and conferences to a virtual format, the 2021 travel budget for training was reduced by 80%, from \$25,130 in 2020 to \$5,000. Staff training and development continues to be a priority for NOLS, so the training budget has been restored at \$17,000 in 2022. As NOLS' ongoing investment in this area continues to expand skill sets and staff abilities, the Library will continue to refine this budget line to best address current training needs.

Insurance

Actual insurance costs in 2021 were \$82,340. In 2022, premiums are expected to increase, so \$97,400 has been budgeted for insurance, an 18% increase over 2021 actual spending.

Intergovernmental Services

NOLS budgeted \$16,000 for its biannual audit in 2020. The audit was delayed due to COVID-19, and in October 2020 the Office of the Washington State Auditor informed NOLS that it now only needed to be audited every three years and its next audit would take place in 2021 and the cost of the Audit would increase to \$17,000.

On November 9, 2021, the State Auditor notified NOLS that it planned to begin the audit in late November 2021. The audits usually take a couple months to complete, so bills for the work will not be paid until 2022. For this reason, \$17,000 is included in the 2022 budget.

Capital Outlays

As noted elsewhere in this report, all capital outlay expenditures are reflected in the 2022 Capital Budget, which will be presented to the Library Board of Trustees in January 2022. The Capital budget is funded through the Capital Budget account and expenditures are generally scaled to align with timber/forest product revenues received during the previous fiscal year. Timber revenues of \$247,217 have been received through October 31, 2021. The 2022 Capital Budget is still in a very

early stage of development. Both Capital Budget revenue and expenditure projections will change between now and adoption of the Capital Budget.

Transfers-in / Transfers-out

The proposed 2022 Operating Budget requires a transfer-in from Operating Reserves in the amount of \$799,636, (14.5% of total revenues). NOLS has a history of budgeting conservatively, so there is a reasonable expectation that the full \$799,636 will not be utilized.

The amount needed from reserves to balance the budget is significant, but it is important to consider the amount in context of what NOLS has transferred in to balance the budget in recent years compared to actual expenditures and what NOLS has been able to transfer to reserves at the end of each year.

In January 2021, \$540,283 was transferred from Operating Reserves to balance the budget. Based on projected expenditures during the rest of 2021, it is estimated that NOLS will not need to utilize the transfer from reserves, and will be able to transfer \$617,577 into reserves (\$77,294 more than was transferred from reserves). In 2021, the large savings can be attributed to the impacts of the pandemic the past 18 months, including several positions remaining vacant, but the budgeting of a transfer from reserves to balance the budget and then transferring into reserves at the end of the year has been the pattern between 2016 and 2020. During the last five years, on average \$271,000 was transferred into reserves from the Operating Budget at the end of the year. The trend to build reserves instead of utilizing reserves as budgeted is a result of the Library's practice of budgeting very conservatively and spending conservatively.

With inflation at such high rates, and the personnel budget growing substantially, it should not be expected that this trend will last forever. In adopting the Budget Guidelines for 2022, the Board recognized that operating reserves, which have been carefully nurtured as a buffer against the inevitably shrinking levy rate, will play an increasingly important role in balancing budgets in coming years. Utilizing a consultant in 2022 to develop a new fiscal business plan, a current Strategic Initiative, will help determine how NOLS will navigate this issue in the future.

Alternatives for Consideration:

As always staff will continue to seek cost-savings and efficiencies in all areas, in order to bring down the bottom line as the budget year progresses. The Board may direct or suggest specific changes to proposed expenditures.

Action/Motion:

- The Board must conduct the second Public Hearing on the 2022 Operating Budget at the November 18, 2021 meeting.
- The Board must adopt the 2022 Operating Budget by motion at the November 18, 2021 meeting. Proposed language: "I move to adopt the 2022 Operating Budget in the amount of \$5,514,646 as presented."
- The Board must also adopt Resolution 21-11-06, which authorizes collection of the regular property tax levy for 2022. A separate staff report will addresses this action.

North Olympic Library System

2022 Summary Operating Budget

November DRAFT

	2021 Approved Budget	2021 Projected Actual	2022 Proposed Budget
Operating Revenue			
Taxes	4,435,000	4,435,000	4,535,000
Intergovernmental Revenues		100	-
Goods and Services	10,100	7,500	8,100
Library Fees	10,000	7,800	10,000
Miscellaneous revenues			
Investment interest	17,375	8,830	6,300
Equipment rentals (short term)	-	-	-
Facilities rentals (short term)	1,000	-	-
Contributions and donations (1)	51,200	49,875	102,000
Other miscellaneous revenues	41,200	71,800	53,200
Total Miscellaneous Revenues	110,775	130,505	161,500
Nonrevenues (excises taxes) (2)	590	395	410
Transfers In	540,283	540,283	799,636
Grand Total Operating Revenue	5,106,748	5,121,583	5,514,646
Expenditures			
Personnel			
Salaries and wages	2,566,266	2,302,500	2,870,623
Benefits	1,163,813	970,700	1,191,101
Total Personnel	3,730,079	3,273,200	4,061,724
Supplies			
Collection Materials	486,000	486,000	480,000
Supplies, office and operating (1)	103,900	70,000	106,100
Fuel	17,900	5,860	18,150
Merchandise purchased for resale	1,700	500	1,700
Small Tools/Equipment (<\$200)	1,500	905	1,750
Total Supplies	611,000	563,265	607,700

⁽¹⁾ Includes anticipated grants from Friends of the Library groups and other donors.

⁽²⁾ Taxes paid for purchases which did not include tax when tax was due. For example, online purchases made by credit card.

Services			
Professional services (1)	227,985	208,840	317,436

North Olympic Library System

2022 Summary Operating Budget

November DRAFT

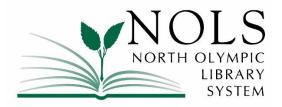
	2021	2021	2022
	Approved Budget	Projected Actual	Proposed Budget
Communication	174,859	125,000	138,560
Travel	6,500	4,775	18,500
Taxes and operating assessments	4,000	3,250	4,000
Operating rentals and leases	790	640	815
Insurance	83,700	82,340	97,400
Utilities	90,160	85,800	92,840
Repair and maintenance	147,390	131,076	136,196
Miscellaneous services	12,955	5,350	21,325
Total Services	748,339	647,071	827,072
Intergovernmental services	16,740	20,075	17,740
Nonexpenditures (excise taxes) (2)	590	395	410
Total Operating Expenses	5,106,748	4,504,006	5,514,646

⁽¹⁾ Includes anticipated grants from Friends of the Library groups and other donors.

⁽²⁾ Taxes paid for purchases which did not include tax when tax was due. For example, online purchases made by credit card.

Transfers out			
To Budget reserve fund			
Total Transfers Out		617,577	-
Total Expenditures	5,106,748	5,121,583	5,514,646

Page 2 of 2

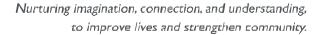


2022 BUDGET GUIDELINES

With the 2022 Operating and Capital Budget, the Library Board of Trustees will be a responsible steward of the Library's public and private funds, and manage NOLS resources prudently.

- I. Working within available resources, the budget will emphasize services, programs and projects that respond to community needs and support the Library's Strategic Roadmap.
- 2. Having fulfilled its pledge to the voters by completing implementation of the 2012 (fiscal business) Plan, the Board will continue support for the key elements of the 2012 Plan, to the extent fiscally feasible in the context of shrinking levy capacity, reduced reserves, evolving objectives, and the known and unknown consequences of the COVID-19 pandemic.
- 3. The Library will maintain Board Designated Reserve Accounts as described in Fiscal Management Policy 5.15. The Board recognizes that operating reserves, which have been carefully maintained against the shrinking levy rate, will play an increasingly important role in balancing future budgets.
- 4. The Board agrees that prudence and fiscal responsibility require that operational efficiencies will be continually sought, identified, and swiftly implemented wherever appropriate.

Adopted by the NOLS Board of Trustees Proposed for adoption on September 23, 2021





VALUES

- Power of knowledge, imagination, and exploration
- Free and equal access
- Intellectual freedom and privacy
- Literacy and learning
- Responsible stewardship
- Transparency and accountability
- Community service
- Partnerships to support community vitality
- Flexibility, nimbleness, and adaptability to social and technological change
- Equity, diversity, and inclusion

CORE SERVICES

- Lend library materials at no direct cost to customers.
- Assist with information and research needs.
- > Provide early literacy services and programming.
- Provide access to information technologies.
- Provide meeting space for public interaction.
- Be the hub where community comes together to think, meet, work, play, and create.
- Provide literacy, education, and enrichment opportunities for people of all ages.
- Offer diverse programs, events, and classes, which promote learning, skills acquisition, intellectual and cultural stimulation, civic discourse, community vitality, social engagement, entertainment, relaxation, and creative fun.
- Provide library facilities that are safe, comfortable, functional, and sustainable.
- Deliver library services when, where, and how they are needed.

STRATEGIC INITIATIVES 2021-2022

- Develop, articulate, and publish NOLS' Fiscal Business Plan for the next five to ten years.
- > Develop and articulate a response plan for optimum recovery from disaster.
- Develop and implement a community outreach and marketing campaign to increase library awareness, access, and use among Clallam County Residents.
- Through an equity, diversity, and inclusion lens, begin to develop and implement a comprehensive plan to review NOLS' policies, practices, collections, programs, and resources.



Staff report



Meeting Date: November 18, 2021

To: Library Board of Trustees

From: Noah Glaude, Executive Director

Subject: Approval of Resolution 21-11-06: Authorizing the Library Levy for 2022

Attached: Resolution 21-11-06: Authorizing the Library Levy for 2022

Recommendation: That the Library Board of Trustees approve the attached resolutions, 21-11-06 authorizing the Library Levy for the fiscal year 2022.

Discussion: These resolutions authorizes Clallam County to collect the Library's 2022 property taxes, pursuant to RCW 84.55.120 and 84.55.092. Approval of the resolutions by the NOLS Board of Trustees is required in order to collect property tax revenues at the maximum lawful level.

Financial and Policy implications: An estimate of the Library District property tax levy for 2022 has been calculated. As noted elsewhere, levy calculations are subject to a number of possible limiting factors. Resolution 21-11-06 authorizes the Library Levy at the most optimum level permitted under law.

The resolutions have been reviewed and approved by the Finance Committee.

Action: The Board of Trustees approve Resolution 21-11-06.



Ordinance / Resolution No. 21-11-06 RCW 84.55.120

WHEREAS, the	Board of Trustees	of	North Olympic Library System	has met and considered
(Governing body of the taxing district	<u> </u>	(Name of the taxing district)	
its budget for the ca	alendar year <u>2022</u> ; ar	ıd,		
WHEREAS, the di	istricts actual levy amount fror	n the pro	evious year was \$(Prev	4,397,988.14 ; and, vious year's levy amount)
WHEREAS, the po	opulation of this district is 🗵	more the		000; and now, therefore,
BE IT RESOLVE	D by the governing body of the	e taxing	district that an increase in	the regular property tax levy
is hereby authorized for the levy to be collected in the 2022 tax year. (Year of collection)				
The dollar amount	of the increase over the actual	levy am	ount from the previous ye	ear shall be \$ 43,979.88
which is a percentage increase of 1.0 % from the previous year. This increase is exclusive of (Percentage increase)				
additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.				
Adopted this	18 day of Novemb	er	, 2021 .	
		_		
		_		

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the <u>total amount to be levied</u> by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

Staff report



Meeting Date: November 18, 2021

To: Library Board of Trustees

From: Noah Glaude, Executive Director

Subject: Adoption of Resolution 21-11-07 Establishing a Holiday Schedule and

Approval of Policy HR 12.8: Holidays & Holiday Compensation

Attachments: Resolution 21-11-07

Policy HR 12.8: Holidays & Holiday Compensation

Topic/Issue: Adoption of Resolution 21-11-07 establishing a holiday schedule and the approval of the update to Policy HR 12.8: Holidays & Holiday Compensation.

Discussion: During the 2021 legislative session, the Washington State Legislature passed Substitute House Bill 1016, which updated RCW 1.16.050 to include as a state legal holiday "[t]he nineteenth day of June, recognized as Juneteenth, a day of remembrance for the day the African slaves learned of their freedom." Based upon the effective date of the bill, Juneteenth would be an official state holiday starting in 2022.

RCW 1.16.050 establishes by default the holiday schedule for both state agencies and political subdivisions of the state, which includes NOLS. However, RCW 1.16.050(6) allows NOLS to establish its own holiday schedule via a resolution.

While NOLS seeks to align with the state legal holidays to the extent possible, adjustments are necessary based on the operational needs of the Library and what has been negotiated with its Unions in collective Bargaining agreements.

NOLS has historically followed the state holiday schedule, with two exceptions:

- The day after Thanksgiving is a holiday for the state, but not for NOLS.
- In lieu of the single "floating" holiday provided by the state, NOLS provides five "personal days" for full-time employees and prorates the amount of personal days for part-time employees. The number of personal days has been determined through past Collective Bargaining Agreements.

With the inclusion of Juneteenth, NOLS would provide eligible staff with eleven specific paid holidays. In addition, NOLS would also adopt the state's nomenclature for the holidays.

The recommended holiday schedule would be as follows:

- The first day of January, commonly called New Year's Day;
- The third Monday of January, celebrated as the anniversary of the birth of Martin Luther King, Jr.;
- The third Monday of February, to be known as Presidents' Day and celebrated as the anniversary of the births of Abraham Lincoln and George Washington;
- The last Monday of May, commonly known as Memorial Day;
- The nineteenth day of June, recognized as Juneteenth, a day of remembrance for the day the African slaves learned of their freedom;
- The fourth day of July, the anniversary of the Declaration of Independence;
- The first Monday in September, to be known as Labor Day;
- The eleventh day of November, to be known as Veterans Day;
- The fourth Thursday in November, to be known as Thanksgiving Day;
- The twenty-fourth day of December, commonly called Christmas Eve; and
- The twenty-fifth day of December, commonly called Christmas Day.

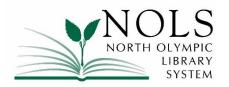
In addition to the full days listed, it is recommended that all NOLS libraries regularly scheduled to be open on December 31, New Year's Eve, close no later than 5pm. Establishing the early closure in resolution would eliminate the need for the Board of Trustees to annually approve a motion for an early closure on New Years Eve, as it has done for at least 10 years. All staff can be scheduled to work full shifts before 5pm, so no paid holiday leave will be available for the early closure.

Policy considerations: Policy HR 12.8: Holidays & Holiday Compensation will need to be updated to reflect the proposed changes.

This updated policy was proposed by NOLS Administrative staff and is in line with the recently negotiated Collective Bargaining Agreement and state law.

Fiscal considerations: This resolution will not impact the Library's budget.

Recommendation: That the Board adopt Resolution 21-11-07 and updated Policy HR 12.8 as presented.



Resolution 21-11-07

Library Board of Trustees North Olympic Library System

A RESOLUTION OF THE NORTH OLYMPIC LIBRARY SYSTEM ESTABLISHING A HOLIDAY SCHEDULE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERTO.

Whereas, the North Olympic Library System (the "Library") is a rural library district duly organized and existing under and by virtue of the Constitution and the laws of the State of Washington; and

Whereas, RCW 1.16.050(6) allows the Library, as a political subdivision of the State of Washington, to establish its own holiday schedule via a resolution of the Board of Trustees of The North Olympic Library System ("Board"); and

Whereas, in 2021, the Legislature updated RCW 1.16.050 to include as a state legal holiday the nineteenth day of June, recognized as Juneteenth, a day of remembrance for the day the African slaves learned of their freedom; and

Whereas, the Board desires to align with the state legal holidays to the extent possible, while making necessary adjustments based on the operational needs of the Library; and

Whereas, the Board recognizes holiday schedules have been negotiated in collective bargaining agreements with Library employees; and

Whereas, for at least the past ten years, the Board has approved an annual motion to close all Library facilities at 5:00pm on New Year's Eve.

Now therefore be it resolved by the Board of Trustees of the North Olympic Library System that:

Section 1. Holiday Schedule.

The District's adopts the following holiday schedule in accordance with RCW 1.16.050(6):

- The first day of January, commonly called New Year's Day;
- The third Monday of January, celebrated as the anniversary of the birth of Martin Luther King, Jr.;
- The third Monday of February, to be known as Presidents' Day and celebrated as the anniversary of the births of Abraham Lincoln and George Washington;
- The last Monday of May, commonly known as Memorial Day;
- The nineteenth day of June, recognized as Juneteenth, a day of remembrance for the day the African slaves learned of their freedom;

- The fourth day of July, the anniversary of the Declaration of Independence;
- The first Monday in September, to be known as Labor Day;
- The eleventh day of November, to be known as Veterans Day;
- The fourth Thursday in November, to be known as Thanksgiving Day;
- The twenty-fourth day of December, commonly called Christmas Eve; and
- The twenty-fifth day of December, commonly called Christmas Day.

Section 4. New Year's Eve.

All NOLS libraries regularly scheduled to be open on the thirty-first day of December, commonly called New Year's Eve, will close no later than 5:00pm.

Section 3. Holiday Observation.

Holidays will be observed in accordance with Library policies and Collective Bargaining Agreements.

Section 4. Effective Date.

This resolution shall be effective immediately upon its adoption and approval.

Adopted by the Board of Trustees of the North Olympic Library System at the regular meeting held this 18th day of November 2021.

Chair	Trustee
Trustee	 Trustee
Trustee	_
Attested by:	
	
	Secretary to the Board

NOLS NORTH OLYMPIC LIBRARY SYSTEM

Policy HR 12.8

Holidays and Holiday Compensation

Adopted by the Library Board of Trustees: 01/24/2013 Revised: 02/23/2017. 11/18/2021

The following holidays have been designated by the Board of Trustees and will be observed annually by NOLS:

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. President's Day
- d. Memorial Day
- d.e. Juneteenth
- e.f. Independence Day
- f.g. Labor Day
- g.h. Veterans' Day
- h.i. Thanksgiving Day
- i.j. Christmas Eve Day
- <u>i.k.</u> Christmas Day

I. Calculating paid holiday time

Full-time employees will be paid for 7.5 hours of time at their regular current rate of pay for each paid holiday. Part-time employees will be paid for a pro-rated portion of a 7.5 hour day for each paid holiday, depending on their budgeted hours per week. For example, a 28 hrs/wk employee will be paid for 5.75 hours of time at their regular current rate of pay. If a part-time employee's normal work day is more than 5.75 hours, they may elect to take accrued vacation to make up the difference, or with supervisor's approval, they may make up the additional hours elsewhere during the work week in which the holiday falls.

2. Holiday pay

Non-exempt represented employees who are scheduled to work on a library-designated holiday shall receive double (2x) their regular straight-time rate of pay for each hour worked.

Non-exempt full-time employees may choose to receive double (2x) compensatory time instead of pay.

3. Holidays that fall on Sunday

In the event the official date of a library-designated holiday falls on a Sunday, the following Monday shall be observed as the Library holiday.

4. Holidays that fall on an employee's regular day off

In the event a holiday falls on an employee's regularly scheduled day off, an accrued holiday will be credited to the employee. Accrued holidays must be taken with the advance approval of the supervisor and must be used within (30) days of the day the holiday was accrued.

5. Unpaid holidays for reason of faith or conscience

Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee is encouraged to select the days on which they he or she desires to take the two (2) holidays in consultation with his or her supervisor. The employee will be allowed to take the holidays on the days they have he or she has selected unless the absence would unduly disrupt operations or impose an undue hardship. The term "undue hardship" is defined by the Office of Financial Management as an excessively costly, extensive, substantial or disruptive modification, or one that would fundamentally alter the nature or operation of NOLS.

The employee should submit a written request for an unpaid holiday to the employee's supervisor a minimum of fourteen (14) days prior to the requested unpaid holiday. Emailed requests are acceptable. The unpaid holiday shall not be approved without written authorization by the employee's supervisor. Emailed authorization is acceptable. Requests will be evaluated in light of the desires of the employee, scheduled work, anticipated workloads and demands, availability of other staff, and consideration of "undue hardship" as defined above.

If the employee wishes to use accrued leave instead of taking an unpaid holiday, then the terms for taking that particular type of paid leave (12.11: Personal Days or 12.15: Vacation Leave) will apply. If the employee wishes to make up the time, all arrangements must be approved in advance by the employee's supervisor and the terms governing flex time (10.3: Flex time) will apply.

The two unpaid holidays allowed by this section must be taken during the calendar year, if at all. They do not carry over from one year to the next.

6. Administration

All supervisors and employees are responsible for managing this policy.

Staff report



Meeting Date: November 18, 2021

To: Library Board of Trustees

From: Erin Shield, Collection Services Manager Subject: Approval of Revisions to Policy 2.1

Attachments: Draft of revised Policy 2.1

Topic/Issue:

Approval of revisions to Policy 2.1 Collection Management Policy

Discussion:

The most substantive proposed revision to Policy 2.1 is the inclusion of a new section on Equity, Diversity and Inclusion (EDI). "Diversity and Inclusion," section 2.1.3 D, was drafted by the Collection Management Team's EDI subcommittee. It includes information and NOLS' commitment to selecting materials that reflect people's lived experiences both inside and outside of the community.

Section 2.1.2 "Description of Community" was also updated with an eye to more accurate demographic information and recognition of more specific tribal entities. Information was pulled from census data and other sources.

Under 2.1.3 B "Languages" and 2.1.3 C "Specific Collections" were both updated. Most of the Library's materials are in English but the team wanted to recognize the growing number of people in the community who speak Spanish and are now represented in this revised paragraph. The Specific Collections segment now includes a description of the Spanish Language collection. 2.1.3 C also includes a description of the Digital Collection to reflect the growing usage and content in digital formats. Neither of these collections had been alluded to in previous iterations.

Other minor formatting edits and language changes improve the flow of the document. Pronouns were updated to be gender-neutral.

The appendices of the document come directly from ALA precepts of intellectual freedom and have not been updated.

Policy considerations: These policy revisions were proposed by the Collection Management Team, and were reviewed by staff at large. The Board Policy Committee has reviewed and approved the revisions.

Fiscal considerations: There are no fiscal considerations for implementing this change.

Motion: That the Board approve revisions to Policy 2.1 as presented.



Policy 2.1 Collection Management

Adopted by Library Board of Trustees: 6/26/2008 Revised: 1/26/2012; 07/23/2015; 11/18/2021

2.1.1. Introduction

The North Olympic Library System's Collection Management Policy outlines the basic criteria for selection and retention of materials and electronic resources in the Library collection. A written collection management policy provides direction for library personnel involved in selection and other collection management assignments. A written policy statement informs the public about the principles which guide the development and management of the Library collection.

The North Olympic Library System supports lifelong learning, promotes the joy of reading, recognizes the power of ideas, and provides all residents of Clallam County equal access to a variety of library resources. This mission is supported by NOLS' Strategic Roadmap, which is periodically updated and adopted by the Board of Trustees. Collection management policies and practices reflect and support the Roadmap as they relate to the acquisition, de-selection, organization, and maintenance of library materials.

The North Olympic Library System is a junior taxing district serving all of Clallam County. The Library is primarily funded through property taxes and also receives funding from-fines, fees, and miscellaneous charges. It is governed by a five-member administrative Board of Trustees which annually approves the Library's budget, including an allocation for books and other library materials. Additional funding for library materials may be received through bequests, memorial contributions, grants, gifts, and donations from the Friends of the Library groups.

2.1.2. Description of Community

Clallam County lies on the Olympic Peninsula in Washington State, between the Strait of Juan de Fuca on the north and Olympic National Park to the south. It offers a rich array of recreational opportunities for residents and visitors, including hiking, kayaking, camping, and fishing. At less than 41 people per square mile, Clallam County is a rural area. Between 2010 and 2020 the population of Clallam County has increased from approximately 71,000 to approximately 77,000.

Policy 2.1 Collection Management Policy Page 1 of 14 Clallam County sits within the traditional lands of the Hoh Tribe, Jamestown S'Klallam Tribe, Lower Elwha Klallam Tribe, Makah Indian Tribe, Quileute Tribe, Quinault Indian Nation, Port Gamble S'Klallam Tribe and the Skokomish Tribe, who continue to play an important role in the local history, culture, and health of the land. In recent history, the local economy was based on agriculture, forest resources, and marine services. Today, it is enhanced by a robust port district, service industries, and tourism.

The Library serves Clallam County, through a main library in the county seat of Port Angeles, branches in Clallam Bay, Forks, and Sequim, and an active Outreach program serving institutions and individuals who cannot readily visit the library

The sociocultural makeup of the county includes a variety of economic levels, ethnicities, and belief systems. A growing number of Clallam County residents identify as Hispanic or Latine and include people who speak Spanish and other non-English languages as first languages. Additionally residents in the county identify as Asian American Pacific Islander, Black or African American, and American Indian or Native. Populations of people with various ethnic and cultural identities are spread across the county as well as concentrated in certain areas, such as on Reservations and Trust Lands. The various concentrations within the population guide how the collection is distributed.

Clallam County lies on the Olympic Peninsula, between the Strait of Juan de Fuca on the north and Olympic National Park to the south. It offers a rich array of recreational opportunities for residents and visitors, including hiking, kayaking, camping, and fishing. At less than 41 people per square mile, Clallam County is a rural area. Clallam County sits within the traditional lands of the Klallam, Makah, and Quileute peoples Hoh Tribe, Jamestown S'Klallam Tribe, Lower Elwha Klallam Tribe, and Makah Indian Tribe, Quileute Tribe, Quinault Indian Nation, Port Gamble S'Klallam Tribe and the Skokomish Tribe, who continue to play an important role in the local culture and the history and health of the land. Historically In recent history, the local economy was based on agriculture, forest resources, and marine services. Today it is enhanced by a robust port district, service industries, and tourism.

The Library serves Clallam County, Washington, through a main library in the county seat of Port Angeles, branches in Clallam Bay, Forks, and Sequim, and an active Outreach program serving individuals who cannot readily visit the library. The population of Clallam County remains relatively stable at approximately 72,000 people. Between 2010 and 2020 the population of Clallam County has increased from approximately 71,000 to approximately 77,000. Clallam County's incorporated towns consist of Forks and Sequim in addition to Port Angeles.

The sociocultural makeup of the county includes a variety of economic levels, ethnicities, and belief systems. In the past ten years, people identifying as Hispanic or Latino/a/x hasve increased from 11% to 13%, Asian has held steady at 9%, Black or African American has increased from 3.5 to 4%, and American Indian and Native has decreased from 3% to 1.5% (this does not reflect a decrease in numbers, rather an increase in other parts of the population.) However, these populations are not

Policy 2.1 Collection Management Policy Page 2 of 14 spread evenly across the county – the Makah Indian Reservation is 87% Native, Jamestown S'Klallam and Lower Elwha Reservation and Trust Lands are 77% Native.

Clallam County lies on the Olympic Peninsula, between the Strait of Juan de Fuca on the north and Olympic National Park to the south. It offers a rich array of recreational opportunities for residents and visitors, including hiking, kayaking, camping, and fishing. At less than 41 people per square mile, Clallam County is a rural area. Historically, the local economy was based on agriculture, forest resources, and marine services. Today it is enhanced by a robust port district, service industries, and tourism.

2.1.3. Description of the Collection

The Library's collection consists of more than 200,000 physical items and 38,000 digital titles. The exact number of items changes continually as titles are added and removed from the collection. Most items in the collection are available for check out. The Library reserves the right to limit the circulation of certain materials. The collection is intended to meet a broad spectrum of recreational reading and general information needs and to provide materials representing a wide range of topics of current and ongoing interest to the community.

Age of the collection varies depending on the subject area or intended purpose of the material. In certain subject areas, such as literature and art, the age of the work is not critical and the Library holds titles which represent an extensive chronological range. In some areas, such as automobile repair manuals for older model vehicles, materials with older publication dates are desirable. The Library also maintains an special Archive collection which includes local historical ly significant items with older publication dates. In other areas, such as medicine, technology, law, science, and many popular collections, publication date is critically important; selection and de-selection decisions focus on keeping publication dates in these areas as current as possible.

A. Formats

The NOLS collection comprises print and digital formats of books, newspapers, magazines, audiobooks, DVDs, and electronic databases, as well as specialized devices and equipment.

As new formats and content delivery mechanisms are developed, they may be added to the NOLS collection, subject to an assessment of community needs; technological longevity of the format, device or mechanism; and the Library's ability to provide ongoing budget support for these new collection areas. New formats and technologies may sometimes be introduced on a trial basis in order to better determine community interest before committing materials budget resources to these materials.

Policy 2.1 Collection Management Policy Page 3 of 14 As older formats and content delivery mechanisms become outdated, unavailable, technologically unsupportable, or less in-demand, they will be eliminated from the Library collection.

B. Languages

The Library collection consists primarily of works in the English language. A growing number of Clallam County residents speak Spanish as a first language and this is reflected in the collection. Limited collections of Spanish language materials for adults and youth are maintained. Representative titles of works in other languages of interest to the community will be considered for inclusion in the collection. In addition, the Library collects language instruction materials in languages other than English, as well as dictionaries, phrase books, and bilingual works in representative languages.

The Library collection consists primarily of works in the English language. A significant number of Clallam County residents speak Spanish at home and this is reflected in the collection. Limited collections of Spanish language materials for adults and youth are maintained. Representative titles of works in other languages of interest to the community will be considered for inclusion in the collection. In addition, the Library collects language instruction materials in languages other than English, as well as dictionaries, phrase books, and bilingual works in representative languages.

C. Specific Collections and Collection Areas

Adult/General Fiction: The Library's collection of fiction for adults includes best sellers, genre fiction, classic literature, literary works, and books of general interest; the focus is broad and eclectic. The primary purpose of this collection is to satisfy the needs of recreational readers.

Adult/General Non-Fiction: The primary purpose of the non-fiction collection is to meet general information needs in a wide range of topics of current and ongoing interest to the community. Materials pertaining to developing areas of knowledge are selected in as much quantity and variety as is possible without omitting items essential to maintain breadth in the collection. In subjects such as science, technology, and geopolitics, where the currency of the information is particularly important, new material is regularly selected and older material de-selected, to reflect changes in these areas. A representative selection of materials on subjects of enduring interest are retained or replaced with newer editions.

Spanish Language: The Spanish language collection offers titles in various formats to meet general educational and recreational interests of native Spanish speakers. It includes fiction and non-fiction print, music, digital content, and DVDs for a wide variety of ages.

Policy 2.1 Collection Management Policy Page 4 of 14 Materials may be only in Spanish or may be bilingual in nature. English-language instruction materials for native Spanish speakers are also considered for inclusion.

Spanish Language Collection: The Spanish language collection includes adult fiction and non-fiction, music, DVDs, teen materials and children's materials selected along the same

lines as the English collection.

Large Print: The Large Print collection includes Fiction and Non-Fiction titles printed in large type. The primary purpose of the Large Print collection is to provide general recreational and informational reading for customers who are visually impaired or prefer to read larger type.

Periodicals: Periodical titles are selected to meet the varied recreational and informational needs of patrons. Periodical titles are made available in print and electronic formats when available. Access to individual articles from periodicals may be provided via full-text database resources or through inter-library loan. Holdings of back issues of print periodicals are limited.

Music Collection. The Library's music collection is primarily comprised of music in CD format and downloadable titles, meeting general interest listening needs in a wide spectrum of musical styles.

Children's Collection

Materials in this collection are selected to meet the reading and general information needs of young people (approximately birth through age 12), and also to serve the needs of parents, educators, and others concerned with youth or interested in children's books and materials.

Young Adult Collection: Titles in the Young Adult collection are selected to reflect the needs and interests of young people (approximately age 13 through 18).

Reference Collection: The Reference collection includes materials and resources that provide specific information for to patrons and to staff members answering questions or doing research for patrons. In order to ensure availability of reference resources whenever needed, the Reference collection is generally only available for use only in the library.

Archival Special Collections: The Library collects and retains a variety of other materials which provide a unique local history perspective for patrons engaged in research or who have an interest for information in this area. Due to the specific and unique nature of archival special collections, access limitations may be associated with these materials.

Digital Collections: The Library offers downloadable eBooks and eAudiobooks through third party vendors. This collection is intended to provide additional formats of high-

Policy 2.1 Collection Management Policy Page 5 of 14 demand titles and to provide copies of older works that are no longer available in print. Materials are provided in English and Spanish, for Youth Children, Teens, and Adults.

D. Diversity and Inclusion

NOLS strives to provide a broad range of materials that reflects the lived experiences of community members. Materials are selected to reflect the many communities in Clallam County, in the state, and in the nation. Materials selected represent peoples and experiences found throughout the world, which may or may not be represented by members of local communities.

The reflection of diverse experiences includes, but is not limited to, ethnicity and national origin, race, gender, gender identity, sexual orientation, physical ability, neurodiversity, religion, self-expression, education, socioeconomic background, geographic location, occupation, and trauma history.

Staff who select materials endeavor to intentionally include diverse representations throughout the collection. Selectors will choose materials for all Specific Collection Areas described above, in a variety of formats and for all age groups. Materials will not be rejected for the collection, or shelved elsewhere from their proper locations, based on anticipated objections from community members. The lived experiences of all people are valuable and will be represented in the Library collection.

NOLS strives to provide a broad range of materials that reflect the lived experiences of many different peopleour community members. MDiverse materials will be selected to reflect the many communities in Clallam County, in the state, and in the nation. Materials will also be selected that represent peoples and experiences found throughout the world, which may or may not be represented by members of the local communities.

The Library collects materials that reflect many different types of diversities diverse experiences as they relate to: ethnicity and national origin, gender, gender identity, sexual orientation, physical ability, neurodiversity, and differences in lived experiences including religion, self expressionself-expression, work experiences, education, socioeconomic background, geographic location, military experienceoccuapation, and trauma history.

The Library strives to intentionally increase diverse representation throughout the collection. Selectors will selectchoose materials for all Specific Collection Areas described above, for all formats and all age groups. Materials will not be rejected for the collection, or shelved elsewhere from their proper locations, based on anticipated objections from

Policy 2.1 Collection Management Policy Page 6 of 14 <u>readers.</u> The lived experiences of all people are valuable and will be represented in the <u>Library collection.</u>

2.1.4. Collection Responsibilities

Ultimate responsibility for the content of the Library collection rests with the Library Executive Director, acting within the framework of policies established by the Library Board of Trustees. The Library Director may delegate responsibility for selection, de-selection, maintenance, and management of the collection to designated Library staff.

A. Coordination of Collection Management

The Technical Collection Services Manager is responsible for coordinating the collection management program in consultation with the Collection Management Team and with Collection Selectors. The Collection Management Team meets regularly as a committee, and members also work in subcommittees and as individuals on specific, collection-related issues. Collection Selectors are designated staff who oversee selection, de-selection, maintenance, and management of specific areas of the collection. Other qualified staff may be assigned specific support tasks related to the selection, de-selection, maintenance, and management of the Library collection.

All collection management decisions are subject to review and revision by the Library Executive Director.

B. Responsibilities of the Collection Management Team

- a. Regularly review the Collection Management Policy and recommend necessary changes.
- b. Recommend changes in collection development procedures and resources.
- c. Review the annual materials budget and establish annual spending allocations for collection areas and formats.
- d. Develop and implement strategies for collection maintenance and management.
- e. Provide advice for addressing intellectual freedom challenges and questions about censorship.
- f. Coordinate staff training on intellectual freedom and collection management issues.
- g. Participate in subcommittee work as assigned.

C. Responsibilities of Collection Selectors

 a. Perform materials selection and retrospective collection development, expending materials budget in accordance with budget allocations established by the Collection Management Team.

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- b. Perform collection review and de-selection.
- c. Perform analysis of specific areas of the collection as required.
- d. Keep current on library trends and be responsive to the changing interests of the community.
- e. Report issues and potential issues relating to intellectual freedom, censorship, and collection management to the Technical Services Manager.

2.1.5. Selection of Library Materials

A. Endorsement of Library Guidelines

The Board of Trustees of the North Olympic Library System endorses and declares that it will support the current following documents developed by the American Library Association, and the Washington Library Association.

- a. Library Bill of Rights, ALA (Appendix A).
- b. Freedom to Read, ALA (Appendix B).
- c. Access to Library Resources and Services for Minors, ALA (Appendix C).
- d. Intellectual Freedom in Libraries, WLA (Appendix D).
- e. Freedom to View, ALA (Appendix E).
- f. Access to Digital Information, Services, and Networks, ALA (Appendix F).

Copies of the above-mentioned documents are included as appendices to this policy, and available online.

B. General Principles of Selection

The Board of Trustees of the North Olympic Library System recognizes the varied and changing needs and priorities of Clallam County residents and their individual communities.

To meet the educational, informational, cultural and recreational needs of individual users and to support the activities and services of agencies, organizations and clubs in the community, NOLS will acquire, organize, maintain and make accessible a variety of materials in a variety of formats.

Materials selection will be guided by the following general principles:

a. The Library strives to be an excellent and unbiased source of information. Therefore, the collection will include a diverse representation of ideas and subjects covered in

Policy 2.1 Collection Management Policy Page 8 of 14

- sufficient depth and made available in a variety of formats in order to meet anticipated and expressed needs.
- b. Selection of library materials shall be made on the basis of educational and recreational interests of the community as consistent with the library's mission and goals.
- c. No item shall be excluded because of the race, religion, nationality, gender, sexual orientation, or the political or social views of the author.
- d. The collection as a whole will not promote causes, further movements, or favor viewpoints.
- e. The collection as a whole does not reflect the views of the North Olympic Library System or of individual staff or Board members.
- f. Reading, listening, and viewing choices are the right of the individual and a private matter. The freedom to read or inquire will not be restricted by the Library.
- g. Selection choices will not be influenced by the possibility that materials may be used by children or young adults. Materials will be assigned to the children's, young adult, and/or adult collections according to the selector's best assessment of the age group for which the materials have been produced or for which they will prove most useful. Because Library staff cannot know the maturity level and family values of each patron, the responsibility for the use of materials by children and young adults rests with their parents or legal guardians.
- h. Selection choices will not be influenced by the possibility that certain materials may be subject to high loss rates.
- i. All suggestions and requests for purchase of materials are welcome and will be considered. Highly specialized materials of limited community interest will not ordinarily be acquired. Referral to other library collections and inter-library loan may be used to provide patrons with these materials when available
- j. NOLS recognizes that there is customer interest in local authors and provides access to such materials while acknowledging that such works do not always fully meet the selection criteria defined elsewhere in this policy. Decisions to make available materials created by local authors will be made by a Collection Selector, Branch Manager, or designee, based on criteria established in the Local Author Donation Guidelines.
- k. Donated materials are subject to the selection criteria outlined below in Policy 2.1.5 C.

C. Selection Criteria and Resources

In addition to the selection principles established elsewhere in this policy, the following considerations may also be taken into account when determining whether any title or format should be added to the Library collection:

- a. Community interest, demand, and popularity, as indicated by circulation of similar materials, customer requests, user and community surveys, and other measures;
- b. Timeliness and significance of subject;

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- c. The creator's reputation and other works;
- d. Literary prizes or recognitions awarded to the work or the author;
- e. The reliability and reputation of the publisher;
- f. The literary style and readability; musical and/or visual style and appeal;
- g. Accuracy and originality of the material;
- h. The format and presentation of the information provided and its appropriateness for the intended users;
- i. Popularity, usability, and perceived longevity of the format in which the material is published;
- j. Practicality of physically processing, packaging, or maintaining material in a manner which will make it suitable for use in a public library collection;
- k. Existence of similar material in the Library collection, and the need to provide a diversity of viewpoints, genres, styles, and approaches;
- I. Available shelving space, which governs the size of the collection as a whole.

Resources utilized in selection and de-selection decisions include:

- a. Professional and popular reviews, indexes, and bibliographies, book lists, trade catalogs, publishers advertisements, opinions of subject specialists, and customer recommendations:
- b. The Selector's and the Collection Management Team's knowledge of the subject, the collection, and the community;
- c. Library vendor-generated selection, pre-selection, or de-selection services;
- d. Data and statistical reports which indicate patterns of use for an item or collection area;

2.1.6. Selection in Areas of Controversy

- a. For controversial ideas about which there is community interest, it is the responsibility of the public library to include materials that represent, to the extent possible, all sides of the issue. Individual items, which in and of themselves may be controversial or offensive to some, may be selected to balance the Library collection as a whole.
- b. The decision to select material which might be considered offensive to some individuals will be based on the same selection criteria as those used in selecting all other materials.
- Selectors will choose materials for the Library collection independent of their own preferences or prejudices and independent of pressure or fear of pressure by individuals or groups.
- d. It is the Library's responsibility to protect the rights of mature readers to have access to diverse materials. No material will be censored because of coarse language, violence, or explicit sexual references when pertinent to the subject, plot, or character delineation.

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- e. Basic documents of and information about world political systems and world religions are necessary to a well-balanced public library collection and will, to the extent possible, be included in the collection.
- f. Materials characterized as propaganda may be included in the Library collection subject to the selection criteria of this policy but will be limited to a few representative items made available for informational and comparative purposes.
- g. Age-appropriate materials about sex education and human sexuality are necessary for a well-balanced public library collection and will, to the extent possible, be included in the collection. These materials will be shelved openly alongside other materials for the same age group.
- h. Library materials will not be sequestered except to protect rare or valuable items, as determined by the <u>Library Executive</u> Director or designee, from damage or theft.

2.1.7. Additional Selection Considerations

A. Multiple copies

Multiple copies of the same title may be acquired to meet high demand. Decisions to purchase multiple copies will be based on the anticipated or actual demand for that title, the expected longevity of the high-demand period, the length of the circulation period for the item, and the available budget. In order to increase accessibility to high-demand titles, multiple copies may be assigned to more than one collection area, or purchased in a variety of different formats.

Multiple copies may also be acquired to meet anticipated high demand resulting from community events and activities such as author visits, local promotions, seasonal celebrations, media tie-ins, or to support Library programs. Multiple copies of local-interest titles with limited printings may be acquired to meet long-term demand.

B. Series

The Library may acquire all titles in a series, or acquire only representative titles in a series, subject to budget constraints, demand, availability, and the nature of the series. Titles in a series, whether complete or representative, will not necessarily be located in the same branch or collection area.

C. Limits on the Collection

Although rare exceptions may occur, materials which are generally not acquired for the NOLS collection include:

Policy 2.1 Collection Management Policy Page 11 of 14

- a. **Text books.** The Library's collection is intended to meet the general interests and needs of the community. This includes supporting the curriculum of educational institutions with assignment-related resources in all formats, but not providing basic curriculum materials.
- b. **Books that invite the reader to write in them, punch out illustrations or diagrams, etc.** These include coloring books, workbooks, puzzle books, exam books, etc. Exceptions are made when the information is not available in any other format, such as books to help individuals study for educational and employment tests.
- c. **Books with spiral or other fragile bindings.** The cost to purchase, catalog, and process these items does not warrant their short shelf life unless they are considered essential to the Library collection and are not available in more durable editions.
- d. **Books with unusual formats, toys, props, or other attachments.** Difficulties in storage and inventory maintenance generally preclude the acquisition of these items.

2.1.8. Donations to Library Collection

The Library accepts donations of materials in formats which are currently purchased by NOLS for the Library collection. Donated materials are subject to the selection criteria outlined in this Collection Management Policy. Decisions to add donations to the collection may also be influenced by available space and by the staff time and costs associated with processing. At times, donations may be refused.

The Library usually accepts only unconditional donations of materials. There is no guarantee that donated items will be added to the collection or that items which are added to the collection will be shelved together or retained permanently. Donations which are not added to the collection are discarded in the same manner as other weeded de-selected materials (see section 2.1.10 of this policy).

The Library also accepts cash monetary gifts designated for purchase of materials.

2.1.9. Recommendations For Purchase

The Library responds to patron and community needs and interests regarding areas of the collection to be enhanced and welcomes suggestions of specific titles to be purchased. The criteria defined in this Collection Management Policy are applied to any recommendations for purchase.

2.1.10. Collection Maintenance

Policy 2.1 Collection Management Policy Page 12 of 14 To ensure a vital collection of continued value to the community, the Library follows an ongoing program of reevaluation of materials.

Materials may be removed from the collection (de-selected) when:

- a. They are no longer within the scope of the Collection Management Policy;
- b. They have low circulation or use within an appropriate time period;
- c. They are irrelevant to observed or anticipated community needs;
- d. There are duplicate copies, unless multiple copies are justified;
- e. They are superseded by newer, more comprehensive, or more accessible material;
- f. They are in poor physical condition;
- g. The format or content delivery mechanism is outdated, no longer available, or no longer in general use.

Materials which are removed from the collection are disposed of according to Policy 5.9 Surplus Materials, Furniture, and Equipment.

2.1.11. Challenges and Censorship

The Library is a public institution dedicated to the open communication of ideas and information. NOLS upholds intellectual freedom, and applies no restriction on the right to read, listen, or view. NOLS endorses and supports the American Library Association <u>Library Bill of Rights</u>, <u>Freedom to Read</u>, and all approved amendments and interpretations. These include but are not limited to the <u>Access to Library Resources and Services for Minors</u> and <u>Freedom to View</u> Statements. Copies of these documents are appended to this policy.

The Library acquires a wide variety of materials and formats to meet the needs of the community's diverse population and to provide a balanced representation of information, ideas, and viewpoints. Principles and criteria for selection of these materials are detailed in this Collection Management Policy.

Due to the diverse nature of the Library collection, it is possible that any individual or group may find information and ideas with which he or shethey disagrees contained in the Library's collection. An individual who has a serious concern about the inclusion of a specific title in the collection is encouraged to discuss this concern with a Librarian and submit a Request for Reconsideration of Library Materials.

2.1.12. Requests for Reconsideration of Library Materials

Policy 2.1 Collection Management Policy Page 13 of 14 The Library recognizes the right of individuals and groups to question materials in the Library collection. When a Request for Reconsideration form is submitted, one or more representatives of the Collection Management Team review the item in question, utilize professional resources and reviews relevant to the item, and make a recommendation to the Library Executive Director to retain, remove, or relocate the item. The Director evaluates the recommendation and makes a determination. The Director responds in writing to the individual who made the Request within 60 days after the Request was received. The Library staff members who maintain that area of the collection are informed of the Director's decision. The Library Executive Director's decision may be appealed to the Library Board of Trustees. For a description of the appeal process, see Appendix G: Appeal procedure.

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Staff Report



Meeting Date: November 18, 2021

To: Library Board of Trustees

From: Noah Glaude, Executive Director

Subject: Approval of creation of Policy 5.17: Naming & Recognition, and the

proposed update to Policy 5.13: Gifts & Donations

Attachments: Draft of Policy 5.17

Draft of Policy 5.13

Topic/Issue: Approval of the creation of Policy 5.17: Naming & Recognition, and approval of the proposed update to Policy 5.13: Gifts & Donations.

Discussion: NOLS routinely receives monetary and materials donations. Donations are currently recognized with thank you letters and occasionally bookplates, when requested, but NOLS lacks guidance on how to handle significant donations that may be tied to a naming request or other form of recognition.

Additionally, as NOLS moves forward with a capital campaign to secure additional funding for the Sequim Library Expansion and Renovation Project, it has become clear that being able to clearly state the Library's naming practices will be a critical part of the fundraising effort.

Policy Considerations: The existing Policy 5.13 covers some areas of naming recognition. Since the proposed Policy 5.17 covers the topic much more thoroughly, and the topic should not be covered in two separate policies, the proposed update to Policy 5.13 removes paragraphs that cover naming and recognizing donors, and instead refers to the new Policy 5.17 instead.

NOLS Administrative staff proposed the proposed the creation of Policy 5.17 and the prosed update to Policy 5.13. The Board's Policy Committee has reviewed and approved the policies.

Fiscal Considerations: Having a clear Naming & Recognition policy will may encourage additional or larger donations, especially for projects such as the Sequim Library Expansion and Renovation Project.

Recommendation: That the Board make a motion to approve the creation of Policy 5.17 as presented. A second motion is recommended to approve the changes to Policy 5.13 as presented.



Policy 5.17 Naming and Recognition

Adopted by the Library Board of Trustees:

11/18/2021

The North Olympic Library System has a uniform process for naming library facilities and personal property, including allowing for recognition of exemplary service or generosity to the Library and its constituents.

Generally, libraries will be named after the communities they serve, their geographic location, or a similar geographic nexus.

Naming privileges for government or public funding sources will not be considered.

Policy 5.13 Gifts and Donations specifies the type of donations the Library will accept and how the Library will handle these donations.

I. Naming in Recognition of Generosity to the Library

The Library may choose to recognize extraordinary generosity on the part of individuals, corporations, foundations, and donations in memoriam to reflect the Library's appreciation of community members who support libraries and who choose to leave a legacy by providing funding.

A library may be named for a significant donor or in recognition of a significant financial contribution to enhancing library services to the residents of Clallam County. A significant financial contribution to the library shall be one that comprises a substantial portion of the Board of Trustees' approved overall cost of the project.

Library meeting rooms, reading areas, special use areas, gardens, walkways, and other interior and exterior spaces may be named for a significant donor or in recognition of a significant contribution to the cost of that space.

Collections, equipment, furnishings and art may be named for the donor of the item(s) or for the donor of the funds to purchase the item(s).

A donor may choose to recommend to the Board of Trustees that the donor's contribution be recognized by naming the library, interior or exterior space, collection, etc., for a person or persons whom the donor wishes to honor.

For single donations of over \$1000, the donor may request that a recognition plate be placed on a donor recognition display at the branch of their choosing.

2. Naming in Recognition of Service to the Library

The Library may also choose to name facilities, programs, and other property for individuals who have provided distinguished service to the Library or the community. Candidates considered for honorific naming recognition should reflect the vision and mission of the Library through outstanding achievements in learning, or demonstrated leadership of lasting value to the Library or the community at large.

3. Naming Library Facilities, Rooms, Areas and Spaces

If a library is to be named for a donor, the name will generally be determined using the following naming convention: "Donor Name" "Geographic Location" Library.

If a specified space within the interior of each library is to be named for a donor, the name will generally be determined using the following naming convention: "Donor Name" "Function of Area."

4. Recognizing Furniture and Equipment Donations

Furniture and equipment donors will generally be recognized with appropriate plaques or signage.

5. Recognizing Art and Library Collection Material Donations

Art donations will generally be recognized with appropriate plaques or other such suitable recognition as recommended by the Recognition Committee and approved by the Board of Trustees.

Monetary donations for library materials will generally be recognized with appropriate bookplates or other such suitable recognition in the materials purchased with donated funds, as determined by Library staff. Material selections will be made by Library staff in accordance with the Collection Management policy.

Acknowledgement letters are usually not provided for routine donations of used materials. At the request of the donor, the Library will supply a receipt form that may be used by the donor as an official record of the donation. Receipts for donated material only indicate what was donated, not an assessed value.

Gift plates to recognize the donor are not generally placed in or on used items donated and added to the Library collection. Donors requesting that a gift plate be placed in a used item should inquire in advance of making the donation.

Gifts may be accepted in honor or in memoriam of a person or event. Written acknowledgement of such a gift will be made to the donor and to up to three other persons or entities.

6. Naming and Recognition Committee and Process

The Board of Trustees shall form a special Naming and Recognition Committee as necessary, to make recommendation(s) to the Board of Trustees regarding naming proposals for library facilities and spaces.

Membership on the committee shall include at least one representative from the Board of Trustees, the Executive Director, and the Branch Manager from the facility where the naming proposal is being considered. Selection of additional members, if any, shall be based on community involvement, project knowledge, and fundraising goals.

No one associated with the donor may serve on the Naming and Recognition Committee.

The Executive Director or designee will be responsible for creating a written agreement for each naming opportunity for submission to the Board of Trustees for approval. The agreement with the donor shall contain conditions, terms, and payment schedule for the contribution and where and how the Donor name(s) will be displayed.

The Naming and Recognition Committee will make a written recommendation to the Board of Trustees regarding any proposal to name a library, interior or exterior space, collection, or other library asset pursuant to this policy.

The Board of Trustees shall have sole discretion to name any library, interior or exterior space, collection, or other library asset pursuant to this policy.

7. Duration of Naming and Recognition Opportunities

Naming designations will persist for the duration specified in the signed written agreement between the Library and the entities for which the Library property has been named or their representatives. Naming designations may be removed or altered where, in the judgment of the Board of Trustees, continuing identification with the recognized individual or organization would constitute a significant and continuing challenge to the reputation of the Library.

The Executive Director will establish administrative procedures to implement this policy. Any appeal of an administrative action under this policy will be made in writing first to the Executive Director and then to the Board of Trustees.

The Library will make a good faith effort to implement this policy in a fair and consistent manner and in accordance with Policy 6.2 Ethics Policy and Policy HR 8.6 Professional Ethics.



Policy 5.13 Gifts and Donations

Adopted by the Library Board of Trustees: 4/23/2015

Revised: 11/18/2021

The North Olympic Library System believes that private support plays an important role in extending and enriching the services of the library. The purpose of this policy is to specify the type of donations that the North Olympic Library System will accept and how the Library will handle these donations.

Policy 5.17 Naming and Recognition specifies the process for recognizing donations and naming library facilities and other property.

 General Donation Parameters: The Library gratefully accepts gifts and donations. Except in a few cases (as noted below_a)₇ an acknowledgement of receipt of a donation will be made to the donor in writing.

The Library may not be able to accept a donation if the donor places extensive and/or restrictive conditions on the use of the gift by the Library. The Library will work with the donor to reach an agreement on the disposition of the gift. However, the Library will not accept a gift if the donor's wishes cannot be carried out successfully by the Library for any reason or do not fall within the mission, goals and objectives of the Library. If this is determined to be so, the donor will be notified and the gift returned.

All gifts accepted by the Library become the property of the Library, which has the prerogative to keep or dispose of the items.

The Library cannot and does not appraise books, works of art or any other items. The Library will not bear the cost of such an appraisal. Donors who wish to have the value of a donation specified must make all arrangements for and bear all costs of an appraisal.

Gifts may be accepted in honor or in memoriam of a person or event. Written acknowledgement of such a gift will be made to the donor and to up to three other persons or entities. Recognition of an honorary or memorial gift is made as outlined below, according to the nature of the gift.

2. Monetary Donations

The Library accepts gifts of money, in any amounts. The donor may indicate how he/shethey wishes the money to be spent by the Library. Donors are encouraged to discuss their gift designations with the library-managerBranch Manager or Executive. Director prior to donation to insure that the designated use is viable.

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In most cases, NOLS is unable to accept gifts of stock or securities. Donors wishing to make such donations are encouraged to discuss their donation with the <u>Library Executive</u> Director prior to making it.

For single donations of over \$1000 the donor may request that a recognition plate be placed on the donor recognition display located in the Main Library.

For certain capital or other significant projects the NOLS Board of Trustees may approve naming opportunities.

5.3. Monetary Donations Designated for Purchase of Collection Materials

Donors making monetary donations to support the purchase of collection materials may indicate "Greatest Need" and/or area of interest. Due to the floating nature of the NOLS collections, it is not possible to designate purchase of materials for a specific branch. Gift plates may be requested <u>in accordance with Policy 5.17 Naming and Recognition</u>.

Titles specified for purchase with donated funds will be evaluated in accordance with the Policy 2.1: Collection Management.

6.4. Donations of Books and Other Collection Materials

The Library accepts donations of library collection materials in good condition. This includes, but is not limited to, books, CDs, and DVDs.

Magazine donations are not accepted. Donors wishing to enhance the Library's magazine collection through gifting are encouraged to do so through monetary donations designated to support magazine subscriptions. Some NOLS branches provide a free exchange area for used magazines.

All library materials accepted as donations will be evaluated in accordance with Policy 2.1: Collection Management.

In most cases, books and similar materials that are donated to the Library, but that the Library does not add to its collection, are offered to the Friends of the Library for resale. Money raised by Friends of the Library groups benefit NOLS' libraries, services, and programs.

Acknowledgement letters are usually not provided for routine donations of used materials. At the request of the donor, the Library will supply a receipt form that may be used by the donor as an official record of the donation.

Gift plates to recognize the donor are not generally placed in or on used items donated and added to the Library collection. Donors requesting that a gift plate be placed in a used item should inquire in advance of making the donation.

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In the case of the gift of related collection materials, the Library reserves the right to determine whether the donated collection will be kept whole or disbursed throughout the NOLS collection.

Donations of Personal Property 7.5.

On occasion the Library may accept donations of personal property such as furnishings, equipment, software, games, artwork, etc. The Library reserves the right to evaluate such proposed donations relative to issues of safety, liability, legality, risk management, maintenance, support, and/or appropriateness, and to accept or decline the offer. Approval of the Library Executive Director may be required.

Gifts of art objects, personal property, etc. will be accepted if such items have a use in the library.

The Library reserves the right to dispose of personal property donations when the item has outlived its usefulness; disposal will comply with Policy 5.9: Surplus Materials, Furniture and Equipment.

NOLS may sometimes solicit donation of specific items, in support of a library service or program or to address a specific collection need.

Donations of Labor or Services

On occasion donors may wish to contribute labor or services in support of projects outside the usual scope of library "volunteer" activities. Offers to donate labor or services must be reviewed by the Library Executive Director or designee with regard to issues of appropriateness, safety, risk management, legality, practicality, etc. If the offer is approved, a waiver of liability must be signed by the donor before the project is begun.

Other Donations

Donation of any other types of gifts will be considered by the Library Executive Director on a case-by-case basis.

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Policy 5.13 Gifts and Donations





Date: November 18, 2021
To: Library Board of Trustees

From: Noah Glaude, Executive Director

Subject: Approval of contract with SHKS Architects for Sequim Library Expansion and

Renovation Project

Attachments: AIA Document B101-2017 - Draft Agreement between NOLS and SHKS Architects

Topic:

Approval of contract with SHKS Architects for Sequim Library Expansion and Renovation Project

Background:

In June 2020, NOLS applied for the Library Capital Improvement Program Grant administered by the Washington State Department of Commerce. The funding would help correct pressing facility issues at the Sequim Branch Library; issues which have been exacerbated by the effects of COVID-19. In early October 2020, NOLS was notified that its application was selected as a recommended project, ranked 5th out of 33 applications, with recommendation for full funding of the project.

A staff report from May 28, 2020 about NOLS' grant application for the Library Capital Improvement Program can be found on the NOLS website at http://local.nols.org/Docs/sequim-library-project/LCIP-Grant-Staff-Report.pdf. More information about NOLS' efforts during the past decade to expand the Sequim Branch Library can be found at www.nols.org/sequimlibraryproject.

In May 2021, Governor Inslee signed <u>HB1080</u> – the Washington State 2021-23 Capital Budget, which includes \$2 million in matching funds for the Library Capital Improvement Program grant for the Sequim Branch Library. The Department of Commerce will administer the Library Capital Improvement Program grant.

On May 27, the Board of Trustees authorized the transfer of \$2 million to the Sequim Capital Project account to provide matching funds for the grant. A staff report about the transfer of funds can be found at https://local.nols.org/Docs/board-meetings/2021agendas_minutes/05-27-21%20Board%20Packet%20FINAL.pdf.

Discussion:

In June 2021, NOLS issued a Request for Proposals (RFP) for an architect to develop a final design for the Sequim Library Expansion and Renovation Project. Two responses were received, and all proposals were deemed to be responsive to the requirements of the RFQ. A selection committee comprised of NOLS Board members Bert Caldwell and Betty Gordon, Sequim Branch Manager Emily Sly, Facilities

Manager Brian Phillips, Collection Services Manager Erin Shield, and Executive Director Noah Glaude, reviewed the submittals. The proposals were ranked based on the weighted evaluation criteria established in the RFQ. The proposal from SHKS Architects was the highest ranked by all of the panelists.

SHKS has extensive experience working with libraries to build or expand library facilities, and in conducting conceptual planning projects similar to the project described in NOLS' RFQ. SHKS Architects are members of the American Library Association, the Public Library Association, and the Pacific Northwest Library association, demonstrating their commitment to this special design niche.

NOLS and SHKS agreed to utilize AIA Document B101-2017 as a template for the contract. During September and October, the exact terms of the contract were negotiated. NOLS' legal counsel carefully reviewed the contract several times, suggesting many edits. NOLS' insurance provider, Enduris, and SHKS' legal counsel also reviewed the contract.

Approval of the contract at this time will allow the project to stay on track. The design kickoff is tentatively planned for December 2021. The design phase is expected to be complete by summer 2022, allowing for construction bidding in fall 2022. Construction is expected to last from winter 2022 through fall 2023.

Fiscal Considerations:

The conceptual plans that library staff developed in June 2020 had an estimated project cost of \$4.8 million. Based on that cost estimate and rising construction costs, NOLS will need to utilize the full \$2 million grant, which will require \$2 million in matching funding from NOLS.

The NOLS Board previously allocated \$2 million for this project, and authorized transfer of that amount to the Sequim Capital Project account in May 2021.

Additionally, \$30,000 from the Sequim Donation Fund have been included in the proposed 2022 Operating Budget to support additional fundraising, and to cover the cost of providing information about the project to residents through mailers, print media and social media.

NOLS will need to work with community partners to conduct additional fundraising efforts to cover the additional costs of the Sequim Library Expansion and Renovation Project. Library staff have already begun to seek additional grant opportunities and the North Olympic Library Foundation has offered its assistance in facilitating donations.

SHKS's Fee Proposal is attached.

It is expected that a greater understanding of the feasibility and cost of the project will be gained through the design process. Because of this, the Executive Director and SHKS have agreed the contract and fee proposal will likely need to be amended to reflect the improved knowledge of the project in coming months.

Policy Considerations:

None. State law and NOLS policy have been followed in seeking architectural assistance with this project and in negotiating the terms of compensation. The contract has been reviewed by legal counsel.

Recommendation:

That the Library Board of Trustees authorize the Executive Director to execute a contract with SHKS Architects to design an expanded and renovated Sequim Branch Library and oversee construction of the project.



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 18th day of November in the year 2021 (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

North Olympic Library System 2210 South Peabody Street Port Angeles, WA 98362

and the Architect: (Name, legal status, address and other information)

SHKS Architects, P.S., Inc. a Washington professional service corporation 1050 North 38th Street Seattle, Washington 98103

for the following Project: (Name, location and detailed description)

NOLS Sequim Library Expansion and Renovation Renovation and addition to The Sequim Branch Library, located at 630 North Sequim Avenue.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 5 OWNER'S RESPONSIBILITIES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Provide additional space at the Sequim Branch Library to improve and optimize delivery of library services. Program is based on the 2018 and 2020 Conceptual Design studies completed by SHKS Architects. Program will be verified during an initial program and budget validation phase.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Approximately a 2,000 square foot addition and renovation of the existing 6,000 square foot North Olympic Library Systems Sequim Branch Library, located in Sequim, Washington.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

Anticipated Maximum Allowable Construction Cost (MACC) is \$3,300,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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User Notes:

.1 Design phase milestone dates, if any:

Begin December 1, 2021

.2 Construction commencement date:

Currently unknown

.3 Substantial Completion date or dates:

Currently unknown

4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Meet the design criteria to achieve LEED Silver Certification, certification of the project by USGBC not required. (Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

None.

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

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.2 Site Surveyor:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Hazardous Material Consultant

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

PCS Structural Solutions 1011 Western Ave UNIT 810 Seattle, WA 98104

.2 Mechanical Engineer:

FSi Consulting Engineers Pier 54, 1001 Alaskan Way Suite 200 Seattle, WA 98104

.3 Electrical Engineer:

FSi Consulting Engineers Pier 54, 1001 Alaskan Way Suite 200 Seattle, WA 98104

§ 1.1.11.2 Consultants retained under Supplemental Services:

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.1 Civil Engineer:

LPD Engineering, PLLC 1932 1st Ave #201 Seattle, WA 98101

.2 Landscape Architect:

Site Workshop 3800 Woodland Park Ave N Seattle, WA 98103

.3 Interior Design:

SHKS Architects 1050 N.38th St Seattle, WA, 98103

§ 1.1.12 Other Initial Information on which the Agreement is based:

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement.
- § 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Intentionally deleted.

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- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate. The Architect shall contractually require its consultants of any tier to maintain professional errors and omissions insurance in an amount of at least Two Million Dollars (\$2,000,000).
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall, provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for

approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, for the Owner's feedback/approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's feedback/approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's feedback/approval. The Design Development

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Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's feedback/approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will need to be experienced in the type of construction contemplated and will need to provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's feedback/approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs Deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM–2017, General Conditions of the Contract for Construction as may be revised by the Owner. The Owner will notify the Architect of any such revisions, and if the Architect believes that such revisions substantially increase the services required of the Architect during administration of the construction contract, the Architect and the Owner shall agree upon the additional fees to be charged by Architect.

§ 3.6.1.2 The Architect shall be a representative but not an agent of and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 Subject to Section 4.2.3, the Architect shall visit the site on average approximately once per week during the construction phase, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations or inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall consult with the Owner concerning the advisability of rejecting observed Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations or inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the Architect-approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute review or approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate review or approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct site reviews to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final site visit indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's site reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)		
§ 4.1.1.1 Programming	Architect		

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§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	the recipies which is being to

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See attached Exhibit A - Scope of Services

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See attached Exhibit A – Scope of Services.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a substantial change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients beyond that identified in Exhibit A – Scope of Services:
- .6 Preparation of design and documentation for alternate bid or proposal requests , proposed by the Owner:
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing beyond that identified in Exhibit A Scope of Services;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or
- .9 Evaluation of the qualifications of entities providing bids or proposals

Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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(Paragraph Deleted)

- Preparing Change Orders and Construction Change Directives that require detailed and unusual evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- 2 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .3 Evaluating substitutions proposed by the Owner or Contractor and, with the Owner's agreement, making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional

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Services unless necessitated by the fault of the Architect . When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty-two (32) visits to the site by the Architect during construction
- .3 Two (2) site visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) site visit for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, and except as necessitated by the fault of the Architect , Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner. Promptly upon execution of this Agreement, Owner shall provide Architect with information regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM–2017, Sustainable Projects Exhibit, attached to this Agreement.

- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants and shall copy Architect on communications with consultants arising out of or relating to matters affecting the design. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Any evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the

Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5:
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions not reasonably anticipated, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If the Owner rightfully terminates the Architect's contract, the foregoing license shall be deemed to be replaced by a second non-exclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or

additions to the instruments of service solely for purposes of completing, using, and maintaining the project. After completion of this project or termination of this contract, the Owner shall have a limited, non-exclusive license to use the drawings and specifications for all necessary purposes, including additions, repairs, remodeling, reconstructing, or demolition of any structures included in the work.

- § 7.3.1 In the event the Owner uses the Instruments of Service following termination of this Agreement when the Architect is not in default or for any purpose other than original construction of the Project, the Owner releases the Architect and Architect's employees and consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its employees and consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 6 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

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proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

Arbi	tration p	oursuant to	Section	8.3	of this	Agreement
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- [x] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails, without just cause, to make payments to the Architect within 30 days of a due date , in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the Owner terminates the Architect's contract for cause, the Architect shall be entitled to the proportional share of Architect's fee associated with Architect's work satisfactorily completed and reasonably

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incurred Reimbursable Expenses; but Architect shall not be entitled to any further payment such as termination expenses or anticipated profit.

- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be determined.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined.

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement, during performance or following performance, without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. As it pertains to the Owner, the Architect is an independent contractor and is not a fiduciary, partner nor employee of Owner.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Basic Services performed by the Architect described under Article 3, and Supplemental Services for which the Architect is responsible pursuant to section Section 4.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (TBD)

(Paragraph Deleted)

(Paragraph Deleted)

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§ 11.2 For Supplemental Services for which the Architect is not designated as responsible pursuant to Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On a time and expense basis at Architect's hourly rates.

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User Notes:

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

On a time and expense basis at Architect's hourly rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Phase	Thirty-two	percent (32	%)
Construction Documents	Thirty-six	percent (36	%)
Phase		100 H 4 H 4 W		
Procurement Phase	Two	percent (2	%)
Construction Phase	Twenty-eight	percent (28	%)
Project Closeout	Two	percent (2	%)
Total Basic Compensation	one hundred	percent (100	%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached Exhibit B for hourly billing rates.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project, for which the Owner does not pay directly;
 - .4 Printing, reproductions, plots, and standard form documents requested by the Owner ;
 - .5 Postage, handling, and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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All taxes levied on professional services and on reimbursable expenses; (Paragraph Deleted)

- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

(Paragraphs Deleted)

§ 11.10 Payments to the Architect (Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

Amounts due and owing shall bear interest at the Bank of America prime rate plus 2% per annum, except as specified in RCW 39.76.011

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

ARTICL	E 13	SCOPE	OF THE	AGREEMENT
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§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101TM_2017, Standard Form Agreement Between Owner and Architect (Paragraph Deleted)

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204TM–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Scope of services Exhibit B - Rate Schedule

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	ARCHITECT (Signature)	
(Printed name and title)	(Printed name, title, and license number, if required)	

Additions and Deletions Report for

AIA® Document B101 - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 18th day of November in the year 2021

North Olympic Library System 2210 South Peabody Street Port Angeles, WA 98362

SHKS Architects, P.S., Inc. a Washington professional service corporation 1050 North 38th Street Seattle, Washington 98103

NOLS Sequim Library Expansion and Renovation Renovation and addition to The Sequim Branch Library, located at 630 North Sequim Avenue.

PAGE 2

TABLE OF ARTICLES

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Provide additional space at the Sequim Branch Library to improve and optimize delivery of library services. Program is based on the 2018 and 2020 Conceptual Design studies completed by SHKS Architects. Program will be verified during an initial program and budget validation phase.

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1

Approximately a 2,000 square foot addition and renovation of the existing 6,000 square foot North Olympic Library Systems Sequim Branch Library, located in Sequim, Washington. Anticipated Maximum Allowable Construction Cost (MACC) is \$3,300,000 PAGE 3 Begin December 1, 2021 Currently unknown Currently unknown Design-Bid-Build Meet the design criteria to achieve LEED Silver Certification, certification of the project by USGBC not required. None. **TBD** PAGE 4 .2 Civil Engineer:Site Surveyor: TBD Hazardous Material Consultant PCS Structural Solutions

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1011 Western Ave UNIT 810

2

Seattle, WA 98104

FSi Consulting Engineers

Pier 54, 1001 Alaskan Way Suite 200

Seattle, WA 98104

FSi Consulting Engineers

Pier 54, 1001 Alaskan Way Suite 200

Seattle, WA 98104

PAGE 5

...

.1 Civil Engineer:

LPD Engineering, PLLC

1932 1st Ave #201

Seattle, WA 98101

.2 Landscape Architect:

Site Workshop

3800 Woodland Park Ave N

Seattle, WA 98103

.3 Interior Design:

SHKS Architects

1050 N.38th St

Seattle, WA, 98103

PAGE 6

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.Intentionally deleted.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate. The Architect shall contractually require its consultants of any tier to maintain professional errors and omissions insurance in an amount of at least Two Million Dollars (\$2,000,000).

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§ 2.5.8 The Architect shall shall, provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. Work. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. for the Owner's feedback/approval.

PAGE 8

§ 3.3.1 Based on the Owner's approval feedback/approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. feedback/approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's <a href="mailto:approval.feedback/approval.fe

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will need to be experienced in the type of construction contemplated and will need to provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.feedback/approval.

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; competitive bids; (2) confirming responsiveness of bids or proposals; bids; (3) determining the successful bid or proposal, bid, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- 3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Construction as may be revised by the Owner. The Owner will notify the Architect of any such revisions, and if the Architect believes that such revisions substantially increase the services required of the Architect during administration of the construction contract, the Architect and the Owner shall agree upon the additional fees to be charged by Architect.

§ 3.6.1.2 The Architect shall be a representative but not an agent of and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, Subject to Section 4.2.3, the Architect shall visit the site on average approximately once per week during the construction phase, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations or inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject-shall consult with the Owner concerning the advisability of rejecting observed. Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site <u>observations or</u> inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved-Architect-approved-submittal-schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute review or approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval review of a specific item shall not indicate review or approval of an assembly of which the item is a component.

PAGE 11

- .1 conduct inspections site reviews to determine the date or dates of Substantial Completion and the date of final completion;
- .4 issue a final Certificate for Payment based upon a final inspection-site visit indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections-site reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided

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§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect

See attached Exhibit A – Scope of Services

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See attached Exhibit A – Scope of Services.

- .1 Services necessitated by a <u>substantial</u> change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients; recipients beyond that identified in Exhibit A Scope of Services;
- .6 Preparation of design and documentation for alternate bid or proposal requests _proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; hearing beyond that identified in Exhibit A Scope of Services;

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- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or
- .9 Evaluation of the qualifications of entities providing bids or proposals; proposals
- .10—Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3—Preparing Change Orders and Construction Change Directives that require <u>detailed</u> <u>and unusual</u> evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4—.2 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- <u>.5</u> <u>_.3</u> Evaluating substitutions proposed by the Owner or Contractor and and, with the Owner's agreement, making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. Services unless necessitated by the fault of the Architect . When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- .2 Thirty-two (32) visits to the site by the Architect during construction
- .3 () inspections Two (2) site visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections-One (1) site visit for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, and except as necessitated by the fault of the Architect . Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner manner. Promptly upon execution of this Agreement, Owner shall provide Architect with information regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. consultants and shall copy Architect on communications with consultants arising out of or relating to matters affecting the design. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations-Any evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, not reasonably anticipated, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If the Owner rightfully terminates the Architect's contract, the foregoing license shall be deemed to be replaced by a second non-exclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the instruments of service solely for purposes of completing, using, and maintaining the project. After completion of this project or termination of this contract, the Owner shall have a limited, non-exclusive license to use the drawings and specifications for all necessary purposes, including additions, repairs, remodeling, reconstructing, or demolition of any structures included in the work.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, following termination of this Agreement when the Architect is not in default or for any purpose other than original construction of the Project, the Owner releases the Architect and Architect's employees and consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its employees and consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10-6 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. Construction. The Owner or the Architect, as appropriate, shall require

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of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

...

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

PAGE 18

 $[\underline{x}]$ Litigation in a court of competent jurisdiction

§ 8.3 Arbitration

...

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

..

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

..

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

..

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

§ 8.3.4 Consolidation or Joinder

..

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

§ 9.1 If the Owner fails-fails, without just cause, to make payments to the Architect within 30 days of a due date __, in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 19

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the Owner terminates the Architect's contract for cause, the Architect shall be entitled to the proportional share of Architect's fee associated with Architect's work satisfactorily completed and reasonably incurred Reimbursable Expenses; but Architect shall not be entitled to any further payment such as termination expenses or anticipated profit.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

To be determined.

To be determined.

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement. Agreement, during performance or following performance, without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. As it pertains to the Owner, the Architect is an independent contractor and is not a fiduciary, partner nor employee of Owner.

PAGE 20

§ 10.6 Unless otherwise required in this Agreement, the The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 11.1 For the Architect's Basic Services <u>performed by the Architect described under Article 3, and Supplemental Services for which the Architect is responsible pursuant to section Section 4.1.1, the Owner shall compensate the Architect as follows:</u>

(Insert amount) (TBD)

.2 Percentage Basis

(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Supplemental Services for which the Architect is not designated as responsible pursuant to Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

On a time and expense basis at Architect's hourly rates.

PAGE 21

On a time and expense basis at Architect's hourly rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus $\underline{\text{ten}}$ percent ($\underline{10}$ %), or as follows:

Total Basic Compensation	one-hundred	percent (100	%)
Construction Phase		percent (%)
Procurement Phase		percent (%)
Phase				243
Construction Documents		percent (%)
Design Development Phase		percent (%)
Schematic Design Phase		percent (%)
Total Basic Compensation	one hundred	percent (100	<u>%)</u>
Project Closeout	Two	percent (<u>%)</u>
Construction Phase	Twenty-eight	percent (28	<u>%)</u>
Procurement Phase	Two	percent ($\frac{\frac{2}{28}}{\frac{2}{2}}$	%) %) %)
Phase				
Construction Documents	Thirty-six	percent (<u>36</u>	<u>%)</u>
Design Phase	Thirty-two	percent (32	<u>%)</u>

See Attached Exhibit B for hourly billing rates.

- .3 Permitting and other fees required by authorities having jurisdiction over the Project; Project, for which the Owner does not pay directly:
- .4 Printing, reproductions, plots, and standard form documents; documents requested by the Owner :

PAGE 22

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

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(3B9ADA3C)

User Notes:

additional insurance coverage or limits in excess of that normally maintained by th	e Architect's
consultants:	

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses;

- .11 ___.9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 __.10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30)

) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

%
Amounts due and owing shall bear interest at the Bank of America prime rate plus 2% per annum, except as
specified in RCW 39.76.011
PAGE 23
.2 AIA Document E203 TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)
.3— <u>.2</u> Exhibits:
$[\underline{X}]$ Other Exhibits incorporated into this Agreement:
Exhibit A - Scope of services
•••
Exhibit B – Rate Schedule

Certification of Document's Authenticity

AIA® Document D401 M - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document
simultaneously with its associated Additions and Deletions Report and this certification at 15:56:37 ET on 11/15/2021
under Order No. 2433340245 from AIA Contract Documents software and that in preparing the attached final
document I made no changes to the original text of AIA® Document B101 TM - 2017, Standard Form of Agreement
Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown
in the associated Additions and Deletions Report.

(Signed)		, P	
(Title)	-	1	
(Dated)	¥		

September 23, 2021

Noah Glaude Executive Director North Olympic Library System 2210 South Peabody Street Port Angeles, WA 98362

Re: NOLS Sequim Expansion and Renovation Project

Dear Noah Glaude,

Thank you for inviting SHKS Architects to submit a fee proposal for design services for the North Olympic Library Systems Sequim Library expansion and renovation project. We have enjoyed working with you and the NOLS team over the past seven years and look forward working together to bring the vision and studies into built form.

Following up on our phone call last month as well as reviewing your request for proposal, we are pleased to present our fee proposal for your review and approval. As discussed, our proposal for full design services is currently based off an assumed construction cost and should be viewed as a placeholder pending results of the budget validation phase.

We will follow up with you tomorrow to discuss our proposal. If acceptable, we can follow up with a contract for your signature and include this fee proposal as an attachment. In the meantime, please do not hesitate to contact us with any questions you may have. Thank you again for considering SHKS Architects

Sincerely,

Adam Hutschreider, AIA

Princinal

Enc: Fee Proposal

Exhibit A: 2021 Rate Schedule

Fee Proposal

Project Name NOLS SEQUIM EXPANSION AND RENOVATION PROJECT

Date Submitted September 23, 2021 Revision Number: [0]

PROJECT UNDERSTANDING

The overall scope of service includes programming/budget validation, design, permit drawings, construction documents, bidding, construction contract administration and project closeout services for renovation and addition of the North Olympic Library System's Sequim Library Branch.

BUDGET VALIDATION PHASE SERVICES:

Programming (SHKS Architects):

Fees for Programming services provided on an hourly basis to a guaranteed maximum fee include working with the Owner and Library staff to confirm/validate program requirements for the Library based on the 2013 and 2018 reports. Deliverables include preparation of a summary program document including executive summary, exterior and interior space needs analysis, adjacency diagrams and room data sheets. Fees include a maximum of (3) meetings with the Owner and Library Staff and a single day of job shadow and operational observations to identify, document, review and confirm the program.

Budget Validation (SHKS Architects and consultants):

Fees for Budget Validation Services provided on an hourly basis to a guaranteed maximum fee include code analysis, site analysis, site test fit diagrams, structural engineering analysis and concept cost planning identifying anticipated building and site development costs. Fees include a single day to visit the library with consultants and document existing conditions.

Community Meetings (SHKS Architects):

Services include meeting preparation and attendance at up to two community meetings. Estimated fees include up to forty hours of SHKS time including Principal and staff. Time in excess of forty hours will be charged against the Design Services contingency. The cost for presentation materials will be charged as a reimbursable expense.

DESIGN SERVICES:

Architecture (SHKS and consultants):

Fees for Architecture Services include consulting services to design, document, specify and coordinate the design of the Sequim Library project in accordance with our contract with the North Olympic Library System. Meetings are limited to (3) meetings per phase during 30% Design, 60% Design and 90% Design. One meeting is included for Bid Documents.

Each meeting is budgeted for six hours including travel time. All meetings are scheduled to occur in Sequim. All other meetings not specifically identified are an additional service. Basic service scope and deliverables outlined below:

- 1. 30% Design: drawings, building systems layouts, outline specifications, and cost estimate
- 2. 60% Design: drawings, DRAFT specifications, systems layouts and calculations (permit submittal and cost estimate)
- 90% Design: drawings, specifications (Division 1 and technical specs), and cost estimate
- 4. 100% Design and Bid Documents
- 5. Bidding
 - a. Coordinate issuance of bid documents
 - b. Respond to bidder questions
 - c. Clarify bid documents
- 6. Construction Contract Administration

- a. Site visits appropriate to stage of construction to become familiar with and keep Owner informed about progress and quality. Determine if work is being performed in accordance with the Construction Documents.
- b. Schedule and attend construction meetings and record meeting notes (assumes 32 meetings)

7. Project Closeout

- a. Review Work for completeness and quality. Record deviations and issue punchlist to Contractor
- b. Review operations and maintenance manuals
- c. Assess, determine and issue notice of Final Completion

The estimated fee includes twenty hours for permit submittal and permit coordination time with the authority having jurisdiction (AHJ). Time in excess of 20 hours will be billed on hourly basis against the Design Services contingency.

Structural Engineering (PCS Structural Solutions):

Fees for Structural Engineering Services include consulting services to design, document, specify and coordinate the structural design meeting the requirements of the program. Fees include one meeting-per phase.

Mechanical Engineering (FSi Engineering):

Fees for Mechanical Engineering Services include consulting services to design, document, specify and coordinate the mechanical design including HVAC and plumbing systems meeting the requirements of the program. Fees include one meeting-per phase. Fire Protection design basis of design will be provided, full fire protection system to be bidder designed.

Electrical Engineering (FSi Engineering):

Fees for Electrical Engineering Services include consulting services to design, document, specify and coordinate the electrical design including power, lighting, digital communications, fire alarm, and security systems meeting the requirements of the program. Fees include one meeting-per phase.

SUPPLEMENTAL SERVICES

Interior Design (SHKS Architects):

Fees for Interior Design Services include consulting services to design, detail, document, and coordinate interior finishes meeting the requirements of the program. Fees include one meeting-per phase.

Furniture, Furnishings, and Equipment (SHKS Architects):

Design services for furniture, furnishings and equipment (FF&E). Services include design, contract documents, bidding, procurement assistance, five meetings, and FF&E contract administration.

Civil Engineering (LPD Engineering):

Fees for Civil Engineering Services include consulting services to design, document, specify and coordinate site improvements meeting the requirements of the program. Fees include one meeting-per phase.

Landscape Architecture (SiteWorkshop):

Fees for services to design, document, specify and coordinate landscape improvements meeting the requirements of the program. Fees include up to one meeting per phase.

Acoustics (SSA Acoustics):

Fees for Acoustics provided on an hourly basis to a guaranteed maximum fee include consultant services to review, recommend and specify acoustic treatments meeting the program requirement for acoustic performance. Fees include two meetings with the design team and maximum of two site visits.

Cost Consulting (Haley):

Fees for Cost Consulting Services include preparation of a construction cost plan at the completion of Site Assessment, 30% Design, 60% Design, and 90% Design. Cost consulting fees exclude reconciliation of cost estimates with those of a General Contractor or other party. Fees include up to two meetings per phase at SHKS offices.

Additional Construction Administration

Fees for additional on-site representation and construction administration services. Analysis of past public projects of similar scope and complexity indicates that a budget of 24 to 28 hours per week for the Architect is appropriate. Given the importance of the Sequim Library to the community, we anticipate services required in addition to Basic Services. These additional services include preparation of meeting notes, responses to Contractor's Requests for Information, and preparation of Architect's Supplemental Instructions necessary for construction.

Record Documents (SHKS Architects):

Fees for record documents include services to incorporate the Contractor's record drawing information into a digital record set for the Owner's record and use.

REIMBURSABLES/MARK-UPS AND CONTINGENCY:

Reimbursable Expenses:

Expense costs to be reimbursed including a 10% mark-up may include but are not limited to the following: mileage, reproductions for Owner's use, presentation materials, models, drawing sets for Owner's use, visualizations, and photography. The Architect shall seek prior authorization from the Owner for these expense costs.

Consultant Mark-up (SHKS Architects):

Calculated at 10% of the Consultants' Services and covers taxes, insurance, bookkeeping, billing.

Design Service Contingency

5% of the overall fee is indicated as design service contingency to be used to address design service changes requested by the Owner but not known at this time. Utilization of the contingency is with the mutual agreement in writing by SHKS Architects and the Owner.

SUMMARY OF FEES:

Programming/Budget Validation Fees:	\$23,000
Basic Services Fees (12.1% of 3,300,000 MACC):	\$402,930
Supplemental Services Fees:	\$107,000
Reimbursables (Including mark-up)	\$10,000
Consultant Mark-up @ 10%:	\$20,000
Sub-total:	\$562,930
Design Service Contingency @5%	\$28,147
Total Fee Proposal:	\$591,077

The fees proposed are the estimated minimum fee for a project with a MACC of \$3,300,000. In the event that NOLS raises additional funds and increases the MACC above \$3,300,000 SHKS understands that NOLS will equitably adjust the fees to reflect the increase in scope of service related to the more costly project. If the MACC falls below \$3,300,000 the estimated fee will remain unchanged.

ADDITIONAL SERVICES

The following additional services may be selected and included with services listed above.

LEED Certification \$65,000

Includes conducting a LEED Workshop, preparing a LEED Certification Plan, and Project registration and submission of LEED Documentation.

RATES

Hourly rates shall be used when a portion of the Architect's fee is to be charged on an hourly basis or if the Architect is requested to perform additional services. Rates are hourly, in accordance with the rates stated in Exhibit A, attached. The Architect shall receive prior authorization from the Owner prior to any additional services.

SCHEDULE

Programming/Budget Reconciliation 10/1/21 through 11/8/21 Design 11/11/21 through 4/1/22 Construction Documents 4/4/22 through 9/9/22 Bidding 9/12/22 through 10/28/22 Construction 11/14/22 through 7/14/23 Project Closeout 7/17/23 through 8/30/23

SHKS Architects

2021 Rate Schedule: Commercial/Institutional

Personnel will be charged at the following hourly rates:

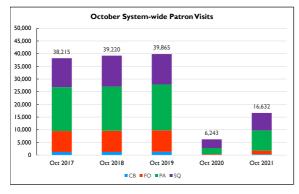
Founding Principal	\$175
Principal	\$150
Architect Staff 3	\$135
Architect 3	\$135
Architect 2	\$110
Architect Staff 2	\$110
Architect 1	\$105
Architect Staff 1	\$95
Intern	\$90
Administrative	\$75

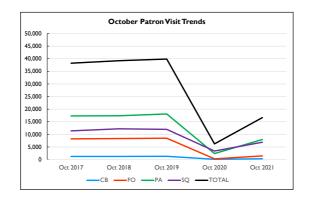
Billing rates will be adjusted annually, effective January 1.

Last Modified: 12/24/2020



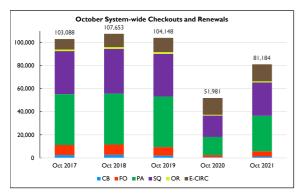
Patron Visits		
	2021	% of System
PA	7,953	47.8%
sQ	6,881	41.4%
FO	1,472	8.9%
СВ	326	2.0%
Total	16,632	100.0%

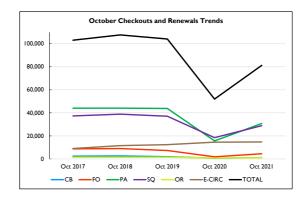




- * Due to COVID-19, all NOLS locations were closed in October 2020, but curbside service was offered.
- * Due to COVID-19, all NOLS facilities were only open for limited service in October 2021.

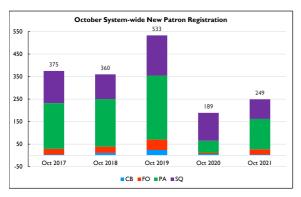
Checkouts & Renewals		
	2021	% of System
PA	30,732	37.9%
Self	43%	
sQ	28,890	35.6%
Self	48%	
FO	4,528	5.6%
Self	16%	
СВ	1,225	1.5%
OR	1,040	1.3%
E Circ	14,769	18.2%
Total	81,184	100.0%

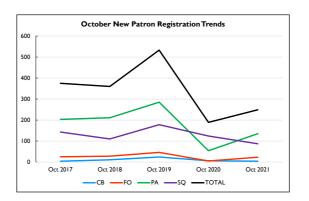




- * Due to COVID-19, all NOLS locations were closed in October 2020, but curbside service was offered.
- * Due to COVID-19, all NOLS facilities were only open for limited service in October 2021.

New Patron Registration		
	2021	% of System
PA	135	54.2%
sQ	87	34.9%
FO	23	9.2%
СВ	4	1.6%
Total	249	100.0%





- * Due to COVID-19, all NOLS locations were closed in October 2020, but curbside service was offered.
- * Due to COVID-19, all NOLS facilities were only open for limited service in October 2021.
- $\ensuremath{^{*}}$ Registration remained available through the Library's website.

Libra	Library Programs		
	Programs/Attendees	% of System	
PA	4/28	16%/3%	
sQ	4/73	16%/7%	
FO	0/0	0%/0%	
СВ	0/0	0%/0%	
Virtual	14/687	68%/90%	
Total	32/2080	100%/100%	

Computer Prints Made		
	# of Prints	% of System
PA	3,691	60.1%
sQ	1,852	30.1%
FO	406	6.6%
СВ	197	3.2%
Total	6,146	100.0%

Wi-Fi Access	
System-wide Total	4,230

Volunteers		
	Volunteer Hours	# of Volunteers
PA	0	0
SQ FO	0	0
FO	0	0
СВ	0	0
OR	0	0
NOLS	0	0
Total	0	0

Holds		
	Requests Fulfilled	Avg Days to Fill
PA	4846	21.30
sQ	6495	19.38
FO	677	15.87
СВ	265	16.47
OR	623	14.05
Total	12906	19.60

Public Meetings		
	Meetings/Attendees	% of System
PA	0/0	0.00%
sQ	0/0	0.00%
FO	0/0	0.00%
СВ	0/0	0.00%
Total	0/0	0.00%

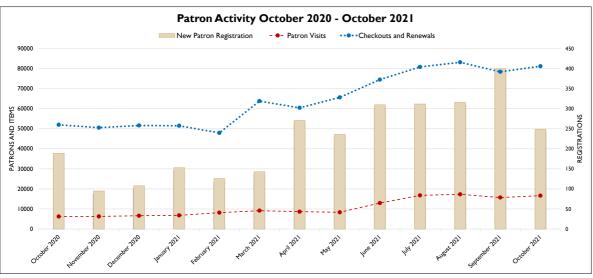
Public	Public Computer Use		
	# of Computer Hours	% of Total Available Hours in Use	
PA	837	84.5%	
SQ FO	288	106.7%	
FO	186	29.5%	
СВ	45	15.0%	
Total	1,356	61.9%	

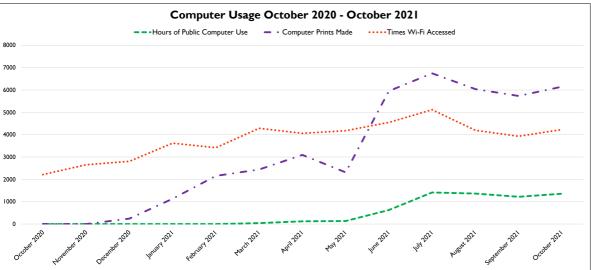
Website Visits	
From outside the Library	17,298
From inside the Library	1,422
Avg. # of pages visited	2

Outreach Services	
Deliveries to the Homebound	123
New Patrons w/ Delivery Services	4

Interlibrary Loan Services	
Items borrowed from other libraries	124
Items loaned to other libraries	73

Read & Return and Program/Outreach Distributions	
Tiny Olympic Libraries (CB, FO, PA, SQ)	366
Read & Ride (Clallam Transit Buses)	0
DSHS (Kiosks in offices in FO and PA)	0
NOLS Programs (Storytimes, Battle of Books)	0
Community Outreach Events	0
Total	366





Significant Events During the Past 13 Months:

October 2020 - All branches closed one day for an All Staff Training Day.

December 2020 - Curbside Printing Service begins. Patrons allowed 25 free pages per day.

January 2021 - Laptops made available for checkout to use on Library property.

January 2021 - Power outages caused early closures and late openings at the Clallam Bay and Forks Branch Libraries two days

February 2021 - Due to a snow storm, NOLS branches were closed a full day and partial day

March 2021 - All branches begin offering limited in-library service. The service is limited to three days a week for 3-4 hours each day.

March 2021 - Public computers became available again for 30-minute sessions in Clallam Bay, Forks and Port Angeles.

April 2021 - Limited in-library service expanded from three to six days a week for 3-4 hours each day.

June 2021 - Mask requirement for vaccinated patrons ended. Beginning of Curbside Service phase-out.

July 2021 - Capacity and time limits ended. Some furniture returned to buildings. Hours added on Fridays and Saturdays in Forks, Port Angeles and Sequim.

August 2021 - County and State implement new mask requirement for everyone inside facilities.

August - September 2021 - A technical error caused public computer prints to not be counted in Forks. It was corrected mid-September.

October 2021 - All branches closed one day for an All Staff Training Day.

Monthly Activity Report



Meeting Date: November 18, 2021
To: Library Board of Trustees
From: Executive Director and Staff

Subject: Monthly activity report for October 2021

Port Angeles Main Library

Jina Felton, Port Angeles Operations Manager

The "Trivia Night at NOLS" series returned for another round this fall and winter. In October, over 20 participants, in teams and as individuals, took on questions about serial killers and true crime podcasts, shows, and books. Play went into overtime with a bonus round matching book covers to book descriptions, not because there was a tie, but simply because everyone was having fun. Once per month trivia nights are slated to continue through February.

Throughout October, community members picked up Papel Picado Take & Makes through a partnership with Juan de Fuca Foundation for the Arts. The Mexican paper cut banners could be displayed at home or returned to be used in the creation of community ofrendas for Día De Los Muertos. This traditional holiday celebrated throughout Mexico and parts of the United States honors and remembers friends and family members who have passed on and is a unifying national practice in Mexico based on Indigenous traditions. The community ofrenda in the Port Angeles Main Library included an interactive wall where community members could post photos and messages about loved ones who had passed away.



In honor of Indigenous Peoples' Day, the Library partnered with a local Native Poets poetry group for a poetry slam. Six participants from local tribes read original pieces to audience members and judges over Zoom. Judges were NOLS Public Services Specialist and published poet K'Ehleyr McNulty, Deputy Director of Social and Community Services at Jamestown S'Klallam Tribe Loni Greninger, and local poet Tess Gallagher. Over 60 people viewed the live program with another 100 viewing the recording later in the month.

Partnering with the Clallam Resilience Project and other community organizations, a number of virtual programs were offered throughout the month focusing on topics and skills related to resiliency. Programs included:

- Laughter Yoga series 37 participants at 3 events
- NEAR (neuroscience, epigenetics, ACES, and resilience) Science presentations 39
 participants at 2 events
- Resiliency Take & Make Kits 300 participants
- Intentional Aging session focused on mindfulness, movement, and breath 22 participants with additional 18 people viewing recording
- Quileute Resilience, Hope, and Healing discussion 14 participants

Other events during the month of October included:

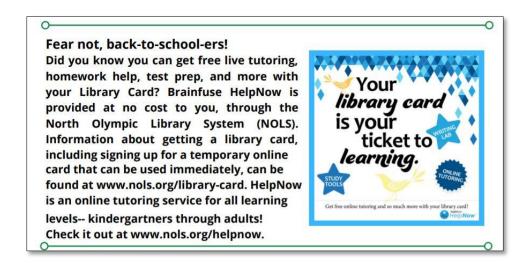
- Port Angeles High School Book Club Discussion 13 participants
- Second Saturday Book Group reading Hunger by Roxanne Gay 6 participants
- Novel Conversations Book Group reading The Nickel Boys by Colson Whitehead 8
 participants
- Second Tuesday Book Group reading The Dutch House by Ann Patchett 6 participants
- Wednesday Evening Book Group reading America: The Farewell Tour by Chris Hedges 5
 participants
- Rain or Shine! Outdoor Storytimes 101 participants at 8 events
- Early Literacy Videos 4 new videos posted with 201 views

Staff took advantage of a number of training opportunities in October. Librarian Sarah Morrison, Youth Services Librarian Jennifer Lu'Becke, and Public Services Specialist Kristin Overbey attended the Washington Library Association's annual conference, which was held virtually. Youth Service Librarian Jennifer Lu'Becke also joined former staff member Jennifer Knight, Chief Executive Officer Christy J. Smith of United Way of Clallam County, and a team from the Dollywood Foundation to present a session on the partnership that was created to

bring Dolly Parton's Imagination Library to Clallam County in response to community need during the pandemic.

Later in the month, all NOLS staff attended the Fall All Staff Training Day with sessions on Understanding Microaggressions and Using Inclusive Language. That same week, staff also welcomed new On-Call Circulation Assistant Sandy Seligmiller.

The Port Angeles School District recently helped spread the word about one of the Library's online resources via the School District's October Newsletter. The Brainfuse HelpNow database was added earlier in the pandemic in response to survey results from community members asking for tutoring and homework assistance.



Sequim Branch Library

Emily Sly, Library Manager

Outdoor Storytime in Sequim has been a way for families to gather together at the library for early literacy fun. Overall, Tuesdays have been fairly dry this month, with several sunny Tuesday mornings bringing over 20 attendees to the outdoor program most weeks. Even in the drizzle, there have been a couple of hardy families come to listen to stories, sing songs and dance in the rain. Kudos to Youth Services staff for their creativity and commitment to offering in-person storytime during the pandemic.

Public Services Specialist Beau Eveslage's last day at the Sequim Branch was in late October and recruitment is in-process for the open position. He will be missed. All Sequim staff attended the Fall All Staff Training Day held virtually. Emily attended meetings for Management Team, Public Restart Team, Collection Management Team, Programming Team, Sequim Chamber of Commerce Board (as a community partner), Sequim Project planning and Public Communications Team.

West End Branches (Forks and Clallam Bay)

Troi K. Gale, Library Manager

Throughout the month of October staff continued to focus on providing in-library hours Monday through Friday in Clallam Bay and Monday through Saturday in Forks.

Staff continue to be excited about assisting NOLS system-wide by answering phones, fielding eHelp questions, fulfilling Grab Bag requests, and assisting wherever they can to make NOLS successful as services continue to be restored. West End staff also do a phenomenal job each month participating in workgroups and ad hoc teams. Some of this work includes sustainability activities, health and safety operations, meeting room reopening planning, all staff training day preparation, and so much more. Staff greatly enjoy these team opportunities and throughout the pandemic feel like they have been able to amplify their connections with PA and SQ staff.

The Bilingual Community Librarian spent ample time in October strengthening partnerships and welcoming community members into the library. As Dia de los Muertos approached we offered a community offerenda as well as a corresponding Take & Make in partnership with the Juan de Fuca Foundation for the Arts.

West End staff continue to play a large role in the preparation and success of Take & Makes and kits system-wide.

Facilities Department

Brian Phillips, Facilities Manager

Facilities wrapped up annual fire alarm inspections, HVAC maintenance and winterizing tasks at all locations in October. Vehicle maintenance is up-to-date and groundskeeping tasks are winding down. Just a couple more projects to squeeze in, if possible, before the end of the year and we'll be pretty well caught up with our to-do list. Otherwise, it's time to start thinking about next year and what we hope to accomplish at that time. As always, our work plan will include a variety of tasks and projects. Some of these items are routine maintenance tasks, while some are in support of broader strategic goals impacting the whole organization. Yet others pertain to significant changes taking place at specific locations, such as the Sequim Library Expansion and Renovation. Meanwhile, several incomplete or deferred projects from 2021 will be carried forward to 2022. Next year is therefore shaping up to be a very busy and exciting time for Facilities!

Port Angeles Library: Tested fire alarm system; winterized irrigation system; HVAC controls maintenance; installed barrier for Youth Services desk; repaired parking lot light bollard; installed hanging art display components; touched-up paint in Admin office; replaced overhead light bulbs; spot cleaned carpet; cleaned gutters and removed roof debris; lubricated locks and checked door closers; mowed lawns.

Sequim Library: Passed fire marshal inspection; cleaned-up flowerbeds; removed outdoor stage canopy.

Forks Library: HVAC maintenance; tested fire alarm system; installed new window blinds near front entrance; installed locking handle on single-use restroom door; assembled holds display stand; replaced broken clock; removed carpet stains; clean parking lot drains; removed two trees.

Clallam Bay: Tested fire alarm system; pressure washed north side of building; weed-eated around parking lot.

Other: Finalized Facilities 2022 operating budget; drafted 2022 capital budget and Facilities work plan; staff attended All Staff Training Day; Brian attended a Sustainability Team meeting; repaired Pacifica van electrical system damage caused by rodents; repaired vacuum and purchased a new one; several staff took time away from work.

Outreach to Homebound Program

Cheryl Martin, Outreach Library Services Specialist

During the month of October, 123 deliveries were made to homebound patrons and 4 new patrons registered for outreach services.

Information Technology (IT) Department

Shane Miller, Information Technology Manager

October was another productive month for the IT team. In addition to the regular computer maintenance, support, and troubleshooting, the team continued to solve ongoing concerns regarding software, hardware, internet connectivity, web issues, and problems with network connection. We supported staff by maintaining technical equipment, workstations, library catalogs, and self-checkout stations.

IT continued research on the Patron Counter Project and closed in on making a final recommendation. We continued to have dialogue with the two leading vendors and asked detailed questions about their proposed solution, paying specific attention to how they protect privacy of patrons and staff.

The workstation RAM inventory project begun last month continued with upgrades in October. These machines included several Port Angeles staff machines, Sequim desktop public machines that are waiting to be re-deployed, and staff checkout laptops. Coinciding with the RAM upgrades, we have also implemented benchmark testing to quantify performance baselines. This provides a better set of tools to ensure resources are allocated strategically and equitably.

Also in October, IT began planning for the deployment of computer battery back-up devices system-wide. Also known as an Uninterruptible Power Supply, or UPS, a battery back-up keeps equipment from becoming damaged during power surges, blips or outages and also ensures a better experience for staff and patrons by keeping equipment running during brief power anomalies. During more extended power outages, the devices gracefully shut computers down automatically, whether during or after hours. After this project is completed, it will no longer be necessary for staff to manually unplug equipment from power when windstorms are predicted, or when a power outage has taken place. The system will also provide for centralized management, including automated notifications and alerts.

In October, the Web Team worked to maintain a web page that highlighted a series of candidate forums held by the League of Women Voters. The page included a collection of video recordings and provided helpful information on the November election. The team also continued to update the NOLS Restart Page with new information about our services and hours. The COVID alert notice was redesigned in an attempt to make it more inviting as we start to expand services.

A web page was created for the Trivia Nights event series. From October 2021 to February, 2022 NOLS is offering five patron trivia competitions on a range of topics. A new web design was also added for our Online Resources web pages. The goal of the redesign was to help highlight the Library's paid online resources, while also providing more tips and instructions on how to interact and use the resources. Large collections of old resources were removed from the site to help streamline the user experience.

We replaced the Port Angeles public microfilm printer after it failed. During the process, we researched the best options for a new printer and compared different companies and prices. We wanted a laser printer that could easily print to different sizes of paper, including 11x17 for larger sized microfilm documents. We targeted a printer, purchased it, got it activated, and installed it at the public microfilm machine.

IT drafted its 2022 Work Plan, which includes multiple projects carrying over from this year. IT also worked to help draft the 2022 Work Plans for the Sustainability Team and the Web Team. The plans included research into some potential tasks and goals for each team. At All Staff Training Day, as part of the Sustainability Team, IT helped give a presentation to introduce the team to everyone and provide information on what the Sustainability Team does, and its future goals.

IT helped welcome three new employees in October and provided an introductory computer orientation for each.

IT added shortcuts to the desktops of public computers, linking to Voter Registration and Department of Licensing. This was done to help support HB 1078, which becomes active in 2022. IT staff also spent time at the West End branches, to resolve several outstanding issues.

IT staff met with vendor Ednetics to start planning the major network equipment upgrade supported by Category 2 E-Rate funds. We worked with Ednetics engineers to get them the access they need to start configuring equipment so we can move forward with planning downtime for the work.

Technical Services Department

Erin Shield, Collection Services Manager

October zoomed by in Technical Services. October marks the beginning of lots of year-end materials coming through the department. Due to worldwide supply chain issues, the publication, predictability and arrival of materials has been more erratic than in previous years. There's a hope that for patron satisfaction and better workflow within the department materials will arrive in a more consistent flow. Acquisitions staff have been focusing heavily on getting materials ordered to ensure delivery by year's end. The department turnaround time has suffered a little bit due to the shift in focus but it is anticipated to recover soon. Technical Services strives to get materials out from receipt to shelves in 7 days; 3 days if items have holds.

I 107 physical items were processed and available for customers in the month of October. 904 downloadable titles were added. I 10 print materials were repaired. 56 media items were resurfaced or repaired to extend their lives. 53 physical donations were made and added to the collection in October. 726 totes were moved between all NOLS' branches by the couriers, as well as 25 Outreach deliveries. Tech Services filled I 24 InterLibrary Loan requests for NOLS' patrons and 73 loans out to other libraries.

Susan and Erin attended a Collection Management meeting. Wendy worked 8 hours in Outreach. Cindy spent 4 hours on Web Team responsibilities. Erin attended meetings related to SQ Library building project, Management Team, Polaris, and attended several online forum meetings regarding a variety of Polaris functions.

Administrative Operations Department

Human Resources

Shaina Rajala, HR & Business Manager

Significant meetings, events, and projects Shaina attended and worked on this month:

- PEBB Pre-Open Enrollment Training
- All Staff Training Day Team meetings
- Equity, Diversity, and Inclusion Team meeting
- Management Team meetings
- Union Negotiations

• Webinar: Inclusive Hiring Practices for Local Governments

Recruitments:

- Youth Services Librarian I FO/CB
- Community Outreach Specialist FO/CB
- On-Call Circulation Assistant PA
- Public Services Specialist SQ

New Hires:

- Ally Mon Wai Public Services Specialist PA
- Angeles Brito On-Call Circulation Assistant FO/CB
- Sandy Seligmiller On-Call Circulation Assistant PA

Separations:

Beau Eveslage – Public Services Specialist – SQ

Financial Operations

John DeFrancisco, Finance Manager

John participated in Management Team Meetings and Finance Committee Meetings in October.

Accounting Statistics for October:

- 104 Vouchers
- I12 Credit Card Transactions
- 3 Revolving Fund Checks
- 3 Payroll EFT
- I Department of Revenue EFT
- 61 Payroll Pays

Public Communications

Kate Radigan, Marketing Coordinator

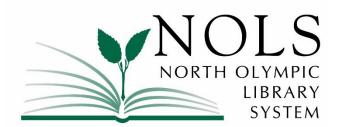
- 8 news releases were sent and an Off the Shelf article
- Emily, Kate, and Noah have been working on heavily revamping the Public Communications forms and processes, and establishing more firm practices for program turn-around times.
- Kate attended:
 - Sustainability Team Meeting
 - Programming Team Meeting
 - 3+ PubCom Team Meetings
- Worked with Sustainability Team to help prepare for All Staff Training Day presentation

 Ordered more labels for TOL books and upcoming Youth Services book giveaways (yay for giving out books again!)

Director's Report

Noah Glaude, Executive Director

- Responding to COVID-related issues and adjusting in-library use protocols
- Creation of 2022 branch, department and team work plans
- Creation of 2022 budget
- General Employee Unit Collective Bargaining Agreement negotiations
- Negotiating contract with SHKS Architects for Sequim Library Expansion and Renovation Project
- Sequim Library Expansion and Renovation Project planning
- Working with the Public Communications Team, updating the public communication work flow and forms utilized by staff to submit and track projects
- West End Community Outreach Specialist recruitment activities
- Port Angeles On-Call Circulation Assistant recruitment activities
- Monthly Programming Team and Librarian meetings
- Routine Collection Management Team and Polaris Team meetings
- Weekly Branch Manager, Management Team, and Public Restart Team meetings
- Joined Field Hall's Community Board. Attended informational meeting.
- Attended an "Arts Collaboration Planning Team" meeting hosted by Port Angeles
 Fine Arts Center along with representatives from community spaces along Lauridsen
 Boulevard. Discussions are starting about building a shared vision and roadmap for
 increasing arts and culture opportunities along the uptown corridor in Port Angeles.



2021 Highlight Log

(October 2021)

The Highlight Log provides an intranet location for NOLS staff to share uplifting anecdotes and patron comments. It was created in 2016 to provide an emotional counter-balance to the DE Log, which is used to track and document disruptive events in that occur in the library. It provides an interesting glimpse into community perceptions about the Library. The following is a list of Highlights logged during the past month.

10/2/2021 - NOLS

Laughter yoga was super fun. One participate said "I am now energized for the day." and another said "I will be smiling all day." I hope the hilarity continues during the next sessions.

10/6/2021 - Sequim

After dealing with a disruptive patron at the front desk, at least 3 other patrons came over and said we handled the situation very well.

10/11/2021 - Forks

A patron came in and greeted me in Spanish. She chose some books and then asked for a bolsa de resiliencia because she'd seen it on the Que pasa en forks page, which I'd shared aboout 10 minutes before that. She thanked me for going to the last Comite de Derechos Humanos event and letting them know that the library is open. She said she used to come to the library, but never talked to anybody because of the language barrier. She is glad to have someone who speaks Spanish in the library now.

10/13/2021 - Clallam Bay

While out in the community, a patron told me how her daughter had just received her first Imagination Library book and how excited she was! They're very appreciative of the library.

10/16/2021 - Port Angeles

Among the Vertical Files materials is a folder of assorted Library correspondence from the 1940s and '50s. For some reason, I'm tickled by this one, dated 5/15/58:

"Dear Mrs. Tuttle,

According to the records for our Forks Branch Library your son, Bobby, still has the following books:

J Bronson - Pinto's Journey, c.4 \$1.60 J917.3 Daugherty - Wild, wild west, c.3 \$1.83 J912 C-S Stevenson - Buffalo Bill, c.3 \$1.17 J921 R-F Forbes - America's Paul Revere, c.3 \$1.65 We would appreciate it very much if you would make a thorough check to see if you can locate these books. As you can see they represent quite a little sum of money. If they are lost, we would appreciate it [if] you would let us know."

10/18/2021 - Sequim

Patron came to get resiliency kit for their neighbor. Said they got one for themselves earlier and really loved it. Patron complimented NOLS saying we are so great and the giveaways are clever.

10/19/2021 - Port Angeles

The new music director of Holy Trinity Church came in to get a library card and made a \$10 donation to go towards Drag Queen Storytime or similar programming because he loved the program so much!

10/20/2021 - Port Angeles

A patron praised effusively our holds process and the people who had already pulled holds this morning. She placed holds on 5 items at 4:30 this morning and was able to pick up three just now. She said this is a much quicker process than where she just relocated from.

10/22/2021 - Port Angeles

Patron wanted thank the helpful staff yesterday that were trying to find a book title/author that they couldn't remember. Patron said they went home and their husband had a book from the same author then they had a lightbulb moment when they saw the mystery book title on the author's list of other titles! (James Michener, The Source)

10/22/2021 - Sequim

A patron called to ask if we still had resiliency kits and mentioned how great the library is becoming and that whoever is running the programming is thinking outside the box, not in a limited way. The patron was moved by the idea of this particular kit and interested to see what was in it.

10/23/2021 - Port Angeles

A patron called to ask if we had a newly published book available. Which we did and I was able to place a hold for them. Patron remarked how wonderful our services are and that "North Olympic Library System is the bomb!" It was so nice to hear the smile in their voice on this one that I had to share!

10/24/2021 - Port Angeles

A PA Library neighbor walking her dog by the building stopped to thank library staff for everything they do. She specifically wanted to thank Brian and the PA Facilities crew for taking such good care of the property and handling the unpleasant things that can happen in the parking lot.

10/22/2021 - NOLS

Comments received on Facebook regarding Resiliency Kits:

"These are so cool! Thank you!"

"We picked one up last week, my II year old opened it and said 'wow, the library is so nice for doing this!' Thank you!!!!"

10/25/2021 - Port Angeles

On the phone with a patron: "I am so grateful to be able to utilize the library in these times. I have read more now at 85 years old than I have in a long time"

10/26/2021 - Sequim

Our dear patron who had the misfortune of high centering her car upon the hedges last week came in with this kind gift to thank all of the Sequim staff for their attentive kindness in assisting her throughout the debacle. Her lovely Yorkshire accent made this all the sweeter.



10/27/2021 - Sequim

I found a stamped, addressed letter to "Shredder and The Foot Clan" in our outer book drop a while back (The bad guys in Teenage Mutant Ninja Turtles for those not in the know) and emailed the mom of the boy who wrote it. I told her we could put it in our lost and found for him or.....Shredder could write back. She chose the latter and Patrick (on personal time) came up with an amazing letter that he mailed back with "autographed" photos and all. The mom emailed me saying he was AMAZED! Showed it off to everyone he knew and it just meant so much to him.

10/27/2021 - Sequim

A patron thanked NOLS for the Large Print grab bags that staff prepared for their 102-year-old father while the library was closed. They said the grab bags were perfect and got him through. Father was with the patron and happily browsing the large print shelves during this conversation.

10/30/2021 - NOLS

Someone shared the following photo of their adorable child who chose to dress up as a character from a picture book for Halloween! I replied that we are proud and impressed. :)



We wanted to share a picture of our Ladybug Girl for Halloween

10/27/2021 - Sequim

One of my favorite little patrons came to give me the sweetest goodbye present today (a card and some cookies). Then, in a most business-like manner, she took out her little pink folder and presented me with the "volunteer application" below. We all enjoyed it so much we thought the whole branch might appreciate it. It's such a great reminder of all the little lives you're touching as you help these beautiful tiny minds cultivate their love of reading!

Volunteer Application Age 10

I would like to volunteer to help pull books. I am available once a week for about an hour or so.

I love the library. It has always been my dream to volunteer or work here. When I grow up I plan on working at the library!!! I read 100 – 200 books a year. I come to the library at least once or twice a week. (I want to come more often!) I have no overdue books.

I have been practicing library skills using the website Mrs. Lodges Library (https://shelver.mrs-lodges-library.com). Also my mom ordered a Library Skills Workbook for me but it hasn't come yet. I've also been practicing alphabetizing and putting books in order using the Dewey Decimal System. I am familiar with the different book sections at the library like the Early Readers, J Nonfiction, Young Adults, and more!

Thank you!

K

COLLECTIVE BARGAINING AGREEMENT Between

NORTH OLYMPIC LIBRARY SYSTEM and

General Employees Unit

Local No. 1619L

WASHINGTON STATE COUNCIL

of

COUNTY AND CITY EMPLOYEES
COUNCIL 2, AFSCME, AFL-CIO

January 1, $20\underline{22}\underline{49}$ through December 31, $20\underline{22}\underline{20}$

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ARTICLEI: PREAMBLE

This Agreement is entered into by the North Olympic Library System, hereinafter referred to as the "Employer", and Local 1619L Washington State Council of County and City Employees, Council 2, AFSCME, AFL-CIO, hereinafter referred to as the "Union". The Agreement and the procedures which it defines are intended to contribute to the continuation of positive employee relations between the parties.

ARTICLE 2: NONDISCRIMINATION

<u>Section I.</u> <u>Non-discrimination.</u> There shall be no discrimination by either the Employer or the Union in carrying out their respective obligations under this Agreement because of age, sex, gender, marital status, sexual orientation, race, religion, national origin, color, union activities protected by law and not in violation of NOLS work rules and expectations, protected leave status, disability and veteran status (provided, however, that the parties recognize and do not intend to prohibit lawful action justifiable based on legitimate non-discriminatory factors such as bona fide occupational qualifications and business necessity).

It is agreed by the Employer and the Union that every Employee has a right to be treated with respect and dignity and a responsibility to treat others in the same way. Harassment and/or bullying in whatever form is proscribed behavior and is prohibited.

The Employer agrees to establish Union representation on affirmative action or equal opportunity committees, where they exist, such as the Labor-Management Committee, with Union right to designate or elect representatives.

<u>Section 2.</u> <u>Grievances Arising Under Article 2.</u> Employees may process a grievance dealing with unlawful discrimination to Step 3 of the grievance process as described in Article 18. The parties may mutually agree to proceed to the alternative dispute resolution procedures as described in Article 18. Failing to reach a settlement, Employees may take the issues under this Article to the appropriate agency for adjudication.

<u>Section 3.</u> <u>Gender Interpretations.</u> Words denoting gender in this Agreement are intended to apply equally to all genders.

ARTICLE 3: RECOGNITION, BARGAINING UNIT AND DEFINITIONS

<u>Section I.</u> <u>Unit Description.</u> The Employer recognizes the Union as the exclusive bargaining agent for all full-time employees and regular part-time employees, as defined herein, excluding confidential employees, managers, supervisors, shelvers, processors, on-call employees, temporary employees and other positions which fall under the terms of RCW 41.56.030(11).

Section 2. Definitions. Terms used in this Agreement are defined as follows:

A. <u>Anniversary date</u>: The first day of the month following the employee's hire date or the employee's move to a different salary range. An employee's anniversary date changes because of promotion or demotion.

- B. <u>Classification:</u> A position defined by its characteristics and listed on the NOLS salary schedule.
- C. <u>Compensatory time:</u> Hours worked exceeding forty (40) per week, which have been approved in advance by the Employer.
- D. <u>Confidential employee:</u> An employee who, in the regular course of <u>theirhis/her</u> duties, assists in a confidential capacity with labor relations or who, in the regular course of <u>theirhis/her</u> duties, has authorized access to information relating to the employer's collective bargaining policies.
- E. <u>Continuous employment:</u> Employment uninterrupted by resignation, retirement, termination or dismissal as determined by the employee's hire date. Time spent due to layoff, authorized leave of absences, administrative leave with pay or disciplinary suspension shall not be considered an interruption of employment; however, such time will not count toward the determination of the accrual of benefits.
- F. <u>Dependents:</u> A person dependent upon the employee for financial support and meeting all criteria established by the IRS and group insurance carriers.
- G. <u>Domestic partner:</u> Two adults who meet the requirements for a valid state registered domestic partnership as established by RCW 26.60.030 AND who have been issued a certificate of state registered domestic partnership by the Secretary of State.
- H. <u>Extended illness:</u> Extended illnesses shall mean one continuous illness or condition causing the depletion of an employee's benefit hours.
- I. <u>Flex time:</u> Hours worked by a full-time employee beyond seven and one half (7.5) in any single day, with prior approval of the Employer, with the total number of hours worked per week not exceeding forty (40).
- J. <u>Grievance:</u> A dispute between the Employer and the Union alleging a violation of this Agreement in the interpretation or application of a specific provision of this Agreement.
- K. <u>Hire date:</u> The date on which an employee's continuous employment originally begins. An employee's anniversary date changes because of promotion or demotion but the hire date remains the same.
- L. <u>Intern:</u> A student or recent graduate who is undergoing supervised practical training on a voluntary, non-paid basis for a defined period.
- M. <u>Lateral transfer</u>: The transfer of an employee to a position within the same salary range.
- N. <u>Manager:</u> An employee who has responsibility for the management of a library or department.
- O. On-call employee: An employee who is on-call for intermittent scheduling. On-call employees are not included in the bargaining unit.

- P. <u>Position:</u> A group of current assigned duties and responsibilities requiring the full-time or part-time services of an employee.
- Q. Regular full-time employee: An employee included in the bargaining unit who is budgeted and scheduled to work thirty-seven and one-half (37.5) hours per week and whose appointment is intended to be of indefinite and continuous duration.
- R. Regular part-time employee: An employee included in the bargaining unit who is budgeted and scheduled to work between twenty (20) and twenty-eight (28) hours per week and whose appointment is intended to be of indefinite and continuous duration.
- S. <u>Religious holiday:</u> A day set aside for personal religious observance as a tenet of a bona fide religion that is not a formally recognized holiday for purposes of compensation.
- T. <u>Salary range</u>: Levels on the salary schedule to which positions are assigned. Each range consists of steps. Increases are computed based on Step I so that step-to-step differentials are maintained.
- U. <u>Seniority:</u> The length of continuous service with the Employer determined by the actual numbers of hours of continuous employment since the employee's hire date.
- V. Step: Increment of pay on a salary range.
- W. <u>Supervisor:</u> An employee whose duties include preparing and conducting an employee's performance evaluation and overseeing job performance.
- X. <u>Temporary Employee:</u> An employee hired to work a full-time or part-time schedule for a defined period not to exceed five (5) consecutive months. Temporary employees are not included in the bargaining unit.
- Y. <u>Volunteer:</u> As defined by the Fair Labor Standards Act, a volunteer is an individual who donates <u>theirhis/her</u> service "without contemplation of pay" and does so voluntarily.
- Z. <u>Work schedule:</u> The days and shifts worked by each employee. Work schedules may vary from day to day and week to week with regard to starting and ending times. The Employer will make a reasonable effort to accommodate schedule adjustments requested by an employee when it is operationally feasible and there is no adverse impact on the Library.

ARTICLE 4: UNION MEMBERSHIP AND DUES DEDUCTION

<u>Section I. Union Membership</u>. All employees covered by this Agreement are entitled to voluntarily join the Union. Business related to Union membership is the sole responsibility of the Union. The Employer will notify the local Union President or designee by email regarding the scheduled on-boarding day for any new employee who will be represented by the

bargaining unit. It will be the responsibility of the employee and representative of the Union to schedule the Union orientation meeting, in coordination with their supervising managers. The representative of the Union and the new employee will be allowed up to thirty minutes of work time, at no loss of pay, for a new employee orientation meeting with the Union.

Section 2. Union Dues Processing and Membership Reporting. The Employer agrees to deduct Union dues and fees once each month from the pay of employees who individually provide written authorization of such deductions to the Employer. The amounts to be deducted shall be certified in writing to the Employer. The Employer shall continue deductions until such time as the employee separates from employment or the Union provides the Employer with written notice that the employee has properly terminated the payroll authorization signed by the employee. The Employer shall transfer such amounts deducted to Council 2. Authorizations for payroll deduction are valid whether executed in writing or electronically. Upon receipt of an authorization for payroll deduction from the employee or Union representative, the Employer will promptly forward a courtesy copy to C2everett@council2.com. The Employer will maintain authorization for payroll deduction and representation cards in personnel files. Copies will be made available to an authorized Union representative upon request.

The Employer will provide to the Union, no more frequently than once a month, a complete list of all bargaining unit members that includes: employee name, hire date, Union membership start date, department, address, hours worked, and monthly gross pay. This information will remain confidential within the Union.

<u>Section 3. Revocation.</u> The Employer will continue payroll deductions until such time as the Union notifies the Employer that the authorization has been terminated in compliance with the terms of the payroll authorization signed by the employee. The Employer will end the payroll deduction no later than the next payroll after the Union notifies the Employer.

<u>Section 4.</u> Indemnity. In the event of an error in relation to dues/fees deductions or union membership, the parties agree to cooperate in making the appropriate adjustments. The Union shall hold harmless and indemnify the Employer from any claim which may be brought by virtue of the Employer's administration of dues/fees deductions and by virtue of any action taken by the Employer in compliance with this Article relating to payroll deductions.

Section 5. Voluntary Deductions for PEOPLE. The Employer agrees to deduct from the wages of any Union member any voluntary deductions for PEOPLE or a similar Union-authorized activity, as provided for in written or electronically executed authorizations for payroll deduction. An executed authorization for PEOPLE or a similar Union-authorized activity may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the authorized agent.

ARTICLE 5: MANAGEMENT RIGHTS

Section I. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage its affairs. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the term thereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

<u>Section 2.</u> Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall be consistent with the terms of this Agreement, include the following:

- A. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
- B. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- C. To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, methods and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and shall do so by written work rules, existing or future. Changes in rules, standards or procedures will be reasonable in nature and implemented only after copies have been provided to the Union.
- E. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- F. To assign and distribute work.
- G. To determine, establish and/or change work shifts.
- H. To determine the need for and the qualifications of new employees, transfers, and promotions.
- I. To discipline, suspend, demote, or discharge an employee for just cause.

- J. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for period to be determined by the Employer.
- K. To contract out for services of any or all types consistent with the past practice of the Employer and in the absence of adequate resources, providing such contracting out shall not displace any member of the bargaining unit. Prior to the contracting out of work, the President of the Local shall be informed in writing of the type of services, length of assignment, and reason for contracting of such work. Contractors will be retained only in circumstances where existing staff is either unavailable or unqualified to perform the work.

ARTICLE 6: UNION BUSINESS

<u>Section I.</u> <u>Union Representatives.</u> Official Union representatives shall be allowed reasonable time away from their duty stations during regular hours of work without loss of pay when attending meetings with the Employer or when investigating grievances or complaints. The Union representative, if an employee, shall receive permission from <u>their his or her Supervisor</u> or the Director prior to leaving the job site or engaging in union business during the workday which is more than incidental and of short duration. The Union shall advise the Employer, in writing, of the names of the authorized Union representatives and of any changes as they occur.

<u>Section 2.</u> <u>Negotiators.</u> The Union negotiating team shall consist of three (3) to five (5) members. Negotiations shall be conducted at mutually agreed-upon times without loss of pay when conducted during working hours.

<u>Section 3.</u> <u>Bulletin Boards.</u> The Employer shall furnish for use by the Union convenient, suitable bulletin boards in each Library facility. The Union shall limit its posting of notices and bulletins to such bulletin boards. A copy of any notice to be posted shall be furnished to the Library Director or designated Administrative <u>staffAssistant</u>.

<u>Section 4.</u> <u>Use of NOLS Mail System.</u> The Employer's internal delivery/mail and electronic mail system may be used to inform Union members of meetings and to provide incidental notices and relevant material for posting on bulletin boards. More than incidental use is not authorized by this labor agreement. NOLS mail and electronic systems afford no expectations of privacy and constitute a public record subject to public disclosure.

<u>Section 5.</u> <u>Use of NOLS Premises.</u> The Union President shall request in advance each use of Library facilities and/or equipment, and must provide advance written notice of Union meetings held on Library premises to the Library Director or designee and receive advance authorization from the Director or designee.

ARTICLE 7: HOURS OF WORK AND OVERTIME

Section I. Work Day and Work Week. The work week begins at 12:01am Monday and ends at midnight the following Sunday. The normal work day for regular full-time employees shall

consist of seven and one-half (7.5) hours, excluding the normal meal period. The normal work week for regular full-time employees shall consist of thirty-seven and one-half (37.5) hours worked over five (5) work days. Whenever possible, each regular full-time employee and part-time employee shall receive two (2) consecutive days off during each seven (7) day period.

Section 2. Relief Periods.

- A. The following provisions supersede WAC 296-126-092: each regular full-time employee shall receive two (2) fifteen (15) minute, or one (1) thirty (30) minute relief periods in each day's work schedule, except in cases of emergency which prevents the taking of such relief periods. Relief periods shall occur such that service to the public will not be impaired. Such relief periods may be added to the normal meal period or taken at the end of the work shift if approved in advance by the Supervisor. Missed breaks will be reported to a supervisor.
- B. Part-time employees shall receive one (1) fifteen (15) minute relief period for each three (3) consecutive hours worked. Such relief period shall occur approximately midway through the employee's shift. Relief periods shall occur such that service to the public will not be impaired.

Section 3. Meal Periods. Any time an employee works more than five (5) consecutive hours theyhe/she shall receive a thirty (30) minute scheduled uninterrupted unpaid meal period. Any time an employee works seven and one-half (7.5) consecutive hours or more, theyhe/she shall receive up to a maximum of one (1) hour uninterrupted unpaid scheduled meal period, at the employee's option.

<u>Section 4.</u> <u>Flex time</u>. Accrual of flex time must be approved in advance by management. Accrued flex time must be used within the pay period in which it was earned. Use of accrued flex time will, to the extent operationally feasible, be scheduled at a time mutually agreeable to the Employee and Managing Supervisor. Carry-over of unused flex time to the next pay period requires advance approval by the Library Director or designee.

Section 5. Overtime and Compensatory Time. When hours worked exceed forty (40) per week, and the excess cannot be offset through the use of flex time within the work week, all time in paid status that is assigned and authorized in advance by the Library Director or designee in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times the regular straight time rate of pay. The employee may request compensatory time off equivalent to one and one-half (1.5) hours for each hour of overtime worked in lieu of overtime pay, which the Employer may approve or deny.

As per federal law, compensatory time will be accrued at the employee's regular overtime rate and paid at the employee's regular straight time rate. Compensatory time may be earned and taken off with the mutual agreement of the Employer and the employee. If a request for compensatory time off is denied, the employee may request compensatory payment in lieu of time off.

Upon separation from employment, accrued compensatory time will be paid out at the final regular straight-time rate earned by the employee.

Compensatory time off will be taken by the employee only at times that do not disrupt operations or cause the Employer undue hardship.

The Employer may substitute cash and purchase compensatory time off if an agreement to schedule requested compensatory time off cannot be reached, or at any other time the Employer elects to do so. Once compensatory time is approved and scheduled, the Employer shall not purchase the time to prevent the employee from taking time off.

Section 6. Posting Work Schedules. Work schedules, showing the employee's work days, and hours, shall normally be posted in the employee's department or branch, or in an accessible location on the staff network. The Employer will make every effort to provide at least fourteen (14) days' advance notice of the preliminary schedule, which is subject to adjustment to accommodate employee absences and other operational needs with mutual agreement or, but not less than seven (7) days, of work schedules. Posted work schedules shall not be changed, except in emergency situations to maintain public service, unless the changes are mutually agreed upon by the employee and the supervisor.

Section 7. Sunday Premium. Employees who are required by the Employer to work on a Sunday shall receive one and one-half times (1.5x) their regular straight time rate of pay for all hours worked. Full-time employees may choose to receive one and one half (1.5x) times their regular hours in compensatory time in lieu of pay. The Sunday premium shall be waived for employees who request a schedule which includes Sunday hours.

<u>Section 8.</u> Overtime Assignments. An employee is not required to work overtime and may decline without negative consequences.

<u>Section 9.</u> Working on a Religious Holiday. Time off shall be granted for religious holidays to the extent operationally possible and as a religious accommodation. Such time off shall be arranged in advance with the employee's supervisor. Employees may use the floating holiday, vacation, leave without pay, or, when feasible, may choose to make up the time; provided that full-time employees must arrange to make up time during the same work week that the holiday occurs. Employees may arrange to make up the time during the same work week consistent with operational needs provided that by doing so the Library does not incur an FLSA overtime liability.

<u>Section 10.</u> Working out of Classification. An employee who is temporarily assigned responsibilities of a higher classification for a period of five (5) working days or more, shall be paid at the rate of pay which reflects at least five percent (5%) more than <u>theirhis/her</u> current Range/Step. Out-of-class pay must be approved in advance by the Library Director.

<u>Section 11.</u> <u>Temporary Reassignment</u>. An employee temporarily reassigned to fill a position in a higher classification must receive at least Step A on the range for that Classification, and a salary at least equivalent to <u>theirhis/her</u> current Range/Step. Temporary reassignments must be approved, in advance, by the Director.

Section 12. Unscheduled Call-Backs. An employee required to respond to an unscheduled call-back by physically reporting to the work site shall receive a site fee of one hour at theirhis/her current rate of pay, plus a guaranteed minimum compensation of one (I) hour at theirhis/her current rate of pay. All rules governing overtime, holiday pay and Sunday pay shall apply.

<u>Section 13.</u> <u>Travel Time to a Non-Regular Worksite</u>. When an employee is scheduled to work at a worksite that is not the employee's regular worksite, the employee will be paid for commuting time in excess of the time the employee normally takes to commute from home to their regular worksite. The parties understand that some employees have more than one regular worksite. <u>This paragraph does not prohibit an employee from using public transportation to commute.</u>

Section 14. Stipend for Employees with Two Regular Worksites. An employee assigned to two regular worksites (for example, an employee regularly assigned to work at both the Forks and Clallam Bay branches) will receive an annual stipend of \$240, which shall be prorated for partial years of assignment. The stipend will be paid on a monthly basis.

ARTICLE 8: EMPLOYMENT POLICIES

<u>Section I.</u> <u>Probation.</u> New hires covered by this Agreement shall be subject to a probationary period concluding on the last day of the sixth month following the anniversary date. Employer reserves the right to extend the probationary period up to an additional three (3) months, for nine (9) months total, when an employee's performance and/or progress acquiring job skills suggests additional training and assessment time is required. Union shall be notified regarding any extensions of the probationary period.

<u>Section 2.</u> <u>Termination of Probationary Employees</u>. Probationary employees may be terminated by the Employer without cause.

Section 3. Probationary Period for Existing Employees who are Promoted or Given a Lateral Transfer. Existing employees promoted to a new position or granted a lateral transfer shall serve a probationary period. The probationary period will begin on the first day of the month following the transfer or promotion and will conclude six months later. In the event an employee does not successfully complete the probationary period, as determined by the Employer, such employee shall be assigned to their his/her former position and pay if such is available, or to another vacant position for which the employee is qualified, if available. If the employee does not successfully complete the probationary period and cannot be reassigned to their his/her former position and pay, the circumstances shall be discussed by the Employer, the employee and the Union prior to any reclassification or other action as determined by the Employer.

<u>Section 4.</u> Filling Vacancies. Whenever a job opening occurs in any job classification covered by this Agreement, a notice of such opening shall be posted on all internal bulletin boards for at least five (5) working days. A notice of such vacancy shall also be sent to all staff via electronic mail. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so. Employees applying for vacant positions, including lateral transfers and

promotions, must follow the posted in-house application instructions for that position. Vacancies in the CSSI-Public Services Specialist, Courier, and Facilities Technician 2 positions may be posted internally and externally simultaneously. Prior to interviewing candidates for promotions or from outside the Library System, the Employer shall consider all employees who have submitted a request for transfer. In all cases, employees represented by this Agreement, including employees on layoff status, shall receive first consideration for represented vacancies, providing the employee meets the minimum qualifications of the position. Position vacancies shall be filled based on ability and qualification. If the Employer concludes that two or more employees are equally qualified to fill the vacancy, the Employer agrees to select the employee with the greatest seniority. Local Union officers may make application on behalf of absent employees. Position vacancies outside the bargaining unit shall be filled at the discretion of the Employer.

<u>Section 5.</u> Pay Upon Voluntary Demotion. Employees who request a demotion will work at the Step on the Range for the lower classification which is closest to the employee's hourly rate prior to demotion. Approval of the Library Director or designee is required.

Section 6. Notification by Employer of Intent to Reclassify an Existing Filled or Vacant Position. The Employer shall notify the employee and the Union in writing of its intent to reclassify the employee's position or change their his or her job description. The Employer shall notify the Union of its intent to reclassify a vacant position.

Section 7. Request by Employee or Supervisor for a Reclassification. An employee or supervisor may ask the Employer for a position reclassification by submitting a written request to the Library Director. The Director shall give written notification of the results of the reclassification request and explanation of findings to the employee within ninety (90) days of the request.

<u>Section 8.</u> <u>Temporary Employees.</u> Temporary employees may be used when additional assistance is necessary for a limited period, or when existing regular employees are insufficient to keep up with work demands. Temporary employees shall not displace any current member of the bargaining unit or reduce hours of employees represented by this Agreement. The names of, and hours worked by temporary employees as well as the locations of work shall be made available to the Union.

<u>Section 9.</u> On-call Employees. On-call employees may be used when intermittent assistance is necessary and existing employees are either unavailable or unqualified to perform the work, or when work is significantly backlogged and the work hours of regular employees are insufficient to correct the situation. On-call employees shall not displace any current member of the bargaining unit or reduce hours of employees represented by this Agreement. No on-call employee shall work for more than twenty-eight (28) hours per week without the prior approval of the Union President. The names of, and hours worked by on-call employees as well as the locations of work shall be made available to the Union.

<u>Section 10.</u> <u>Volunteers</u>. Volunteers may be used only to 1) supplement work performed by regular library employees, and 2) perform specific tasks which are limited in scope. No

volunteer job description shall encompass the entirety of the job description of any position represented by this Agreement. Volunteers shall not displace any current member of the bargaining unit or reduce hours of employees represented by this Agreement. The use of volunteers shall be determined on a case-by-case basis by the Branch Manager or Department head, after receiving input from the employee(s) directly responsible for the supervision of volunteers. The names of volunteers and the locations of their work shall be made available to the Union. No employee under this Agreement shall be required to volunteer their services for the Library.

<u>Section 11.</u> <u>Interns.</u> Interns must be used in accordance with the terms of the Fair Labor Standards Act. Interns shall not displace any member of the bargaining unit or reduce hours of employees represented by this Agreement. The names of interns and the locations of their work shall be made available to the Union.

ARTICLE 9: EMPLOYMENT RECORD

<u>Section I.</u> <u>Training and Educational Records.</u> Employees may file, on a form specified by the Employer, information pertaining to education courses, seminars, workshops and other jobrelated activities they have attended or participated in during the past calendar year. Such form shall become part of the employee's official Library Employment Record.

<u>Section 2.</u> <u>File Review.</u> At any reasonable time, employees, upon appointment, may review their own official Library Employment Record in the presence of the a Library administrative employee and, upon request, a Union representative. An employee shall have the opportunity to submit rebuttal or corrective information in accordance with State law. (RCW 49.12.250)

<u>Section 3.</u> Employee Copy of Entries. Whenever the Employer places a document in an employee's official Employment Record, the employee will be given a copy, unless the document has the employee's signature on it. A current or former Library employee may request and receive one copy of each document contained in the official Personnel File not more than once annually, for which the Employer may charge the employee the actual cost permitted by public records laws of Washington. Any other party requesting a copy of the Personnel File will be charged the current copying fee.

<u>Section 4.</u> Confidentiality of Disclosure. Employees' personnel records will be maintained with confidentiality consistent with Washington law. Access will permitted only to those with a legitimate business need or in the interest of the Employer, or upon written authorization of the employee. The contents of an Employee's official Library Employment Record shall not be released without the prior written consent of the employee except as otherwise may be required or permitted by law. In the event of release with the employee's written consent, records will be disclosed in accordance with any release in a form acceptable to the Employer signed by the employee.

ARTICLE 10: HOLIDAYS

Section 1. Recognized Holidays. The following shall be designated as paid holidays by the Employer. Full-time employees shall be compensated for seven and one-half (7.5) hours of time for each holiday. Part-time employees budgeted for 22.5 hours per weekhpw shall be compensated on a pro-rated basis of 4.5 hours per holiday. Part-time employees budgeted for 28 hours per weekhpw shall be compensated on a pro-rated basis of 5.7 hours per holiday. Part-time employees budgeted for other schedules will be compensated on a pro-rated basis, with holiday pay rounded to the nearest tenth hour.

New Year's Day

Veterans Day

Martin Luther King's Birthday Labor Day

Presidents Day Thanksgiving Day

Memorial Day Christmas Eve Day

<u>Juneteenth</u> Christmas Day

Independence Day

<u>Section 2.</u> Holiday Pay. Employees who are scheduled to work on a holiday shall receive double (2x) their regular straight-time rate of pay for each hour worked, with a minimum of one hour of pay at the double (2x) time rate. Full-time employees may choose to receive double compensatory time in lieu of pay.

<u>Section 3.</u> Sunday Holidays. In the event the official date of a library-designated holiday falls on a Sunday, the following Monday shall be observed as the Library holiday.

<u>Section 4.</u> Holidays that Fall on Employees' Days Off. In the event a holiday falls on an employee's regularly scheduled day off, an accrued holiday will be credited to that employee. Accrued holidays must be taken with the advance approval of the Supervisor and must be used within thirty (30) days of accrual.

ARTICLE 11: VACATION LEAVE

<u>Section I.</u> <u>Accrual of Vacation Leave for Full Time Employees.</u> Regular full-time employees shall accrue vacation leave in accordance with the following schedule of continuous service with the Employer:

Years of Continuous Service	Hours Per Year	Days Per Year
0 through 9	112.50	15
10 through 15	165.00	22

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16 or more	187.5	25

<u>Section 2.</u> Accrual of Vacation Leave for Part-Time Employees. Part-time employees shall accrue vacation leave in accordance with the same schedules of continuous service as full-time employees, except that the accrual rate shall be pro-rated based on the number of hours budgeted per week for that employee.

Section 3. Vacation Accrual Cap. Since paid vacation time is only of benefit to the employee if taken, any accrued vacation time in excess of two hundred twenty five (225) hours for full-time employees, one hundred thirty five (135) hours for twenty two and one half (22.5) hrs/wk part-time employees, and one hundred sixty nine (169) hours for twenty eight (28) hrs/wk part-time employees that is not taken by the end of any calendar year shall be lost unless it has been necessary to delay the employee's vacation due to the work requirements of the employer. Any employee who desires to carry over more than two hundred twenty five (225) hours of unused vacation time for full time employees, one hundred thirty five (135) hours of unused vacation time for 22.5 hrs/week part-time employees, or one hundred sixty-nine (169) hours of unused vacation time for 28 hrs/week part time employees, from one calendar year to the next must receive the prior approval of the Library Director or designee.

<u>Section 4.</u> <u>Vacation Accrual during Probationary Period.</u> Employees who are in probationary status shall accrue vacation leave, but vacation cannot be taken until the employee has successfully completed the probation period.

<u>Section 5.</u> Payment for Unused Vacation Time upon Separation from Employment. An employee who has completed probation and who resigns with a minimum of two (2) weeks written notice or is terminated shall be paid <u>their his/her</u> accrued but unused vacation time through date of separation.

<u>Section 6.</u> Rate of Pay. All vacation time paid shall be at the employee's current straight-time rate of pay.

<u>Section 7.</u> <u>Vacation Schedule.</u> Employees may select their own vacation time with the approval of their Supervisor. Whenever choices of vacation time conflict, scheduling will be based on the first request for the particular time period. An employee shall not be permitted to work and receive vacation compensation simultaneously.

<u>Section 8.</u> Changing Vacation Time in Event of Illness. An employee who, while on paid vacation time, suffers a disability or illness which requires confinement to a hospital or confinement to home and is under the care of a physician may apply in writing for sick leave to begin the first day following confinement. Vacation pay and sick leave pay shall not be payable for the same period of time.

<u>Section 9.</u> PERS I Cap. As per RCW 41.50.150, a PERS I employee's accrued and unused vacation and sick leave benefits payable upon resignation or retirement in total shall not exceed two hundred forty (240) hours.

ARTICLE 12 - SICK LEAVE AND BEREAVEMENT LEAVE

<u>Section 1.</u> <u>Sick Leave Definition and Use.</u> Sick leave is defined as a specified period of time that an eligible employee is absent from work due to a qualifying event. Sick leave shall be paid at the employee's regular rate of pay. Qualifying events and relationships are defined in Article 12 Section 3 and 4, below.

Section 2. <u>Sick Leave Accrual</u>. Full-time employees, including those on probation, shall accrue seven and one-half (7.5) hours of sick leave per month without limitation. Part-time employees, including those on probation, shall accrue sick leave at a rate that is pro-rated according to the number of hours the employee is budgeted per week, without limitation. Probationary employees are eligible to use sick leave during the probationary period.

Section 3. Qualifying Events. Accrued sick leave may be used for the following events:

- A. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of an employee's health condition; or an employee's preventive medical care; or
- B. The employee's care for a family member with an illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; or care for a family member who needs preventive medical care; or
- C. When the employee's workplace or their child's school or place of care has been closed by a public official for any health-related reason; or
- D. Absences covered by the domestic violence/sexual assault/stalking leave law.

Section 4. Family Members. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom the employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling. Family members also includes an individual for whom the employee can show they have power of attorney.

Section 5. Workers' Compensation Supplement. In the event that an employee is absent due to illness or injury for which the employee is receiving state Workers' Compensation Benefits, the Employer's obligation for payment of accrued leave shall be the difference between the employee's regular wages and the amount received from the state. An employee receiving payment under an industrial insurance claim will have the option of either: a) supplementing the difference between their industrial insurance claim and their regular rate of pay (net after taxes) with sick leave and/or vacation, or b) receiving just the insurance portion of their industrial insurance claim.

Section 6. Bereavement and Funeral Leave. An employee shall be granted bereavement leave of up to three (3) days per occurrence in the event of a death in the employee's immediate family, which includes: employee's spouse, domestic partner, parent, child, father-in-law, mother-in-law, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, and individuals for whom the employee is the current legal guardian. Bereavement leave shall also be granted under this Section for any employee who can show that they have power of attorney. Additional leave, to be deducted from accrued and unused sick leave, may be authorized by the employee's Supervisor.

An employee shall be granted up to three (3) hours of Funeral leave, as needed, to attend the funeral of a NOLS employee or former NOLS employee, subject to scheduling feasibility and approval of Supervisor.

It is understood that Bereavement and Funeral leave may be requested with minimal notice to the Employer, and Employer will grant the leave if operationally feasible.

Section 7. Sick Leave Separation Payments. Upon retirement, resignation or death, twenty (20) percent of accrued and unused sick leave shall be paid to employees in good standing who have at least five years of continuous employment, including time spent on official layoff status. Employees who participate in the Washington PERS I plan are not entitled to this benefit for retirement purposes.

Section 8. Sick Leave pay-outs for PERS I Employees. As per RCW 41.50.150, a PERS I employee's accrued and unused vacation and sick leave benefits payable upon resignation or retirement shall not exceed two hundred forty (240) compensable hours. In the event it is determined this Article is not in conformance with RCW 41.50.150, or the application of this Article would result in an assessment levied against the Employer by PERS, this section shall be void and no payment shall be made.

<u>Section 9.</u> <u>Donations of Sick Leave.</u> An employee may donate a portion of accrued sick leave (in hours) to another employee whose paid time off hours are depleted or about to become depleted as further defined in the Employer's policies.

ARTICLE 13 – OTHER LEAVES

<u>Section I.</u> <u>Family and Medical Leave</u>. An eligible employee shall be entitled to Family and Medical Leave in accordance with state and federal law, as further defined in the Employer's policies.

<u>Section 2.</u> <u>Jury Duty.</u> An employee called for Jury Duty on a working day shall receive regular pay less the amount of the jury duty appearance fee paid by the court to the employee. If excused from jury duty on a working day, the employee shall contact <u>their his</u> Supervisor for work assignments.

<u>Section 3: Other Protected Leave</u>. Eligible employees shall be entitled to other protected leaves as further defined in the Employer's policies and in compliance with applicable state and federal laws.

Section 4. Personal Leave. Employees covered by this Agreement shall be entitled to receive Personal Leave equivalent to the number of hours per week for which their position is budgeted (for example an employee whose position is budgeted for 37.5 hours per weekhpw shall be entitled to receive 37.5 hours of Personal Leave per year, an employee whose position is budgeted for 28 hours per weekhpw shall be entitled to receive 28 hours of Personal Leave per year). Employees may schedule their own personal leave with the advance approval of the Supervisor. Personal leave balances may not be carried over from one calendar year to the next. Personal leave is granted to new employees on a pro-rated basis determined by the number of weeks remaining between the date of hire and the end of the year.

Section 5. Leave of Absence Without Pay. LWOP requests will be reviewed and approved on a case-by-case basis at the discretion of the Library Director or designee, in consultation with the employee's supervisor, and taking into account the current operational needs of the Library and as noted above. When approving a LWOP request, the Director or designee will specify the approved length of time for the leave. The Director's approval will also reflect whether or not the employee's job can be held for them him/her pending their his/her return to work. If the Library is unable to hold the position for the employee's return, the employee may withdraw the request for LWOP without penalty. An employee on LWOP may also be concurrently on a FMLA or FLA leave. In these cases, the employer's policies for FMLA/FLA eligibility and record-keeping will apply.

Section 6. Emergency Library Closure Leave. Each employee may take leave with pay for up to thirtyfifteen (3045) hours per calendar year as emergency library closure leave. Such leave may be used when the employee cannot work because the Library facility the employee is assigned to work at is officially closed as the result of adverse weather or similar emergency conditions. Emergency library closure leave does not roll over from one calendar year to the next and shall not be cashed out.

Section 7. Washington State Paid Family Medical Leave. The Employer will comply with the Washington State Paid Family and Medical Leave (PFML) program. Premiums are established by the State of Washington. Employees will pay the designated employee share of premiums via payroll deduction and the Employer will pay the designated employer share.

ARTICLE 14: GROUP INSURANCE

Section I. Full-Time Benefits.

A. For the term of this Agreement, the Employer shall pay the full cost of group insurance premiums for the following plans for enrolled full-time employees:

Family Vision Service Plan (WCIF)

Employee Group Life and Accidental Death/Dismemberment (WCIF)

Employee Assistance Program (WCIF)

- B. Effective January 1, 2019, tThe Employer will pay 88% of the monthly medical premium to cover each per full-time employee per month toward the cost of premiums for theon the Classic Group-Medical Plan, or an equivalent dollar amount to cover an employee who chooses a different plan. Any remaining cost, including dependent premiums, will be paid by the employee via payroll deduction.
- C. Effective January 1, 2019, for 2019, the Employer will pay \$119.18 per employee per month for Family Dental Plan #13 (AFSCME). Effective January 1, 2020, tThe Employer will pay 98% per employee per month for Family Dental Plan #13 (AFSCME).
- D. AFSCME will enroll full-time employees who are not members of the bargaining unit in AFSCME administered benefits plans.
- E. <u>Dependent Reimbursement</u>. For those full-time employees hired prior to January I, 2011, the Employer shall reimburse up to two hundred dollars (\$200) per month toward the monthly group medical insurance premium for each employee who has a spouse and/or dependents enrolled in the plan. For this purpose, "dependent" is defined as a person dependent upon the employee for financial support and meeting all criteria established by the IRS and group insurance carriers.

Section 2. Part-Time Benefits.

A. For the term of this Agreement, the Employer shall pay the full cost of group insurance premiums for the following plans for enrolled part-time employees:

Family Vision Service Plan (WCIF)

Employee Group Life and Accidental Death/Dismemberment (WCIF)

Employee Assistance Program (WCIF)

- B. Part-time employees shall be eligible to enroll in the employee Group Medical Plan of their choice. Effective January 1, 2019, fFor enrolled part-time employees budgeted at 28 hours per week, the Employer will pay seventy-five percent (75%) of the sum paid toward the monthly premium for the Group Medical Plan for full-time employees.

 Effective January 1, 2019, fFor enrolled part-time employees budgeted at 22.5 hours per week, the Employer will pay sixty percent (60%) of the sum paid toward the monthly premium for the Group Medical Plan for full-time employees. The part-time employee shall pay the remaining premium amount of the Group Medical Plan, or any other PEBB plan which may be offered, and the full cost of any monthly dependent premium. The amount of the premium will be deducted from the employee's salary through payroll deduction.
- C. Effective January 1, 2022, part-time employees shall be eligible to enroll in the Family Dental Plan #13 (AFSCME). For enrolled part-time employees budgeted at 28 hours per week, the Employer will pay seventy-five percent (75%) of the sum paid toward the monthly premium for full-time employees. For enrolled part-time employees budgeted at 22.5 hours per week, the Employer will pay sixty percent (60%) of the sum paid

toward the monthly premium for full-time employees. The part-time employee shall pay the remaining premium amount and the full cost of any monthly dependent premium through payroll deduction.

<u>Section 3.</u> <u>Benefits Cost Increases</u>. Employer shall notify and meet with the union regarding any proposed changes to insurance benefits prior to such changes becoming effective.

ARTICLE 15: OTHER BENEFITS

Section I. Health Reimbursement Arrangement Plan (HRA).

- A. Full-Time Employee Health Reimbursement Arrangement (HRA) Plan. Every regular full-time employee shall be eligible for reimbursement tax-free for qualified medical expenses up to a maximum dollar amount of one thousand seven hundred and fifty (\$1,750) annually for deductible health related expenses as defined under applicable IRS rules. Also eligible for HRA reimbursement are qualifying medical expenses provided to the Employee's spouse and/or dependents. In order to be eligible for the NOLS HRA benefit, Employees must certify to the Employer that they, and any family member for whom reimbursements are requested, meet the eligibility requirements for HRAs as established by IRS rules. The employee must submit appropriate documentation with each request for reimbursement in the year the expense is incurred. Health reimbursements for new employees shall be paid on a pro rata basis during their first year of employment. Health reimbursements for separating employees during the final year of employment shall also be paid on a pro rata basis. Benefit overpayments will be withheld from employee's final paycheck. HRA benefits do not roll over from year to year.
- B. Part-Time Employee Health Reimbursement Arrangement (HRA) Plan. Every part-time employee shall be eligible for reimbursement tax-free for qualified medical expenses as defined under applicable IRS rules for up to the following maximum annual dollar amounts: \$1,375 for a part-time employee budgeted for 28 hours per week; \$1,150 for a part-time employee budgeted for 22.5 hours per week.. Also eligible for HRA reimbursement are qualifying medical expenses provided to the Employee's spouse and/or dependents. The employee must submit appropriate documentation with each request for reimbursement in the year the expense is incurred. Health reimbursements for new Employees shall be paid on a pro rata basis during their first year of employment. Health reimbursements for separating employees during the final year of employment shall also be paid on a pro rata basis. Benefit overpayments will be withheld from the employee's final paycheck. In order to be eligible for the NOLS HRA benefit, Employees must certify to the Employer that they, and any family member for

- whom reimbursements are requested, meet the eligibility requirements for HRAs as established by IRS rules. HRA benefits do not roll over from year to year.
- C. If an Employee is ineligible to participate in the HRA Plan because the Employee is enrolled in an Employer-offered High Deductible Health Plan (CDHP) with Health Savings Account (HSA), the Employer will make an equivalent contribution to the Employee's HSA. The Employer's HSA contribution will be paid monthly, except that in 2019 the Employer's contributions will be made in six-month increments in January and June 2019. No HSA contribution will be made that exceeds applicable IRS limits.
- D. If there are IRS changes during the duration of this Agreement, Article 15 section 1 may be mutually reopened for negotiations.

Section 2. Cell Phone Usage Allowance. The Employer will provide a cell phone allowance in the amount of ten dollars (\$10) per month to designated employees covered by this Agreement if the Employer determines that use of a personal mobile phone is appropriate to the requirements of the Employee's job. Employees receiving the cell phone usage allowance will be subject to all NOLS policies establishing appropriate use of personal devices on the job and required management of the public records which such use may create.

Section 3. Employer Contribution to Deferred Compensation Plan. Effective January 1, 2021, for Employees enrolled in the DRS deferred compensation plan offered by the Employer, the Employer will match Employee contributions up to a maximum employer contribution of \$30 per month per employee.

ARTICLE 16: WAGES AND CONTINUOUS SERVICE BENEFIT

Section I. Cost of Living Adjustment (COLA). Provided the unit membership has voted to accept this agreement prior to January 2, 2019 December 31, 2021, a COLA of two percent (2%) four percent (4%) will be awarded effective January 1, 2019 January 1, 2022. If the membership fails to accept this agreement by December 31, 2021 January 2, 2019, the two percent (2%) four percent (4%) COLA will be effective the first of the month following the unit's affirmative vote. Effective January 1, 2020 or the first pay period after the unit's affirmative vote, whichever is later, a COLA of three percent (3%) will be awarded.

The parties agree that wages for the 2023 GEU collective bargaining agreement will be negotiated in consideration of the results of the NOLS compensation survey. The survey will be conducted during 2022.

<u>Section 2.</u> New <u>Positions</u>. When any position not listed on the salary schedule is established, the Employer may designate a job classification and salary range for the position.

<u>Section 3.</u> <u>Wage Upon Promotion.</u> Upon promotion to a classification that is higher on the salary range, the employee shall receive an increase in salary which is at least five percent (5%) higher than the employee's current salary and not less than Step A of the new salary range.

<u>Section 4.</u> <u>Monthly Payroll.</u> The salaries and wages of employees shall be paid monthly, consistent with the employer's policies.

<u>Section 5.</u> <u>Step Increases.</u> Step increases on the salary schedule will be awarded on a 12-month cycle for full-time and part-time employees covered by this Agreement.

Section 6. Continuous Service Benefit. Continuous Service Benefit (CSB) premiums shall be paid to employees represented by this Agreement on a monthly basis, beginning with the first full pay period following the employee's completion of eight six years of service. CSBs are paid in addition to salary and are calculated by multiplying the years of service by \$6.00 per year.

For each regular part-time employee hired on or after January 1, 2013 and represented by this Agreement, once the employee becomes eligible for a CSB, the dollar value will be calculated on a pro-rata basis, based on the number of hours the employee is budgeted for and regularly scheduled to work. Regular part-time employees budgeted and scheduled for twenty eight (28) hours per week shall earn seventy-five percent (75%) of the dollar amount per month for full-time employees as indicated in the chart below. Regular part-time employees budgeted and scheduled for twenty two and one-half (22.5) hours per week shall earn sixty percent (60%) of the dollar amount per month for full-time employees indicated in the chart below.

Employees shall be eligible for Continuous Service Benefits in accordance with the following schedule:

Length of continuous employment	Full-time employees	28 hrs/week employees hired on or after I/I/I3	22.5 hrs/wk employees hired on or after I/I/I3
0 through 7-5 completed years	0	0	0
6 completed years	\$36/month	\$27/month	\$21.60/month
7 completed years	\$42/month	\$31.50/month	\$25.20/month
8 completed years	\$48/month	\$36/month	\$28.80/month
9 completed years	\$54/month	\$40.50/month	\$32.40/month
10 completed years	\$60/month	\$45/month	\$36/month
II completed years	\$66/month	\$49.50/month	\$39.60/month
12 to 25 completed years	\$6.00 additional dollars per month for each year of continuous	\$4.50 additional dollars per month for each year of continuous	\$3.60 additional dollars per month for each year of

employment	employment	continuous
through the	through the	employment
twenty-fifth (25th)	twenty-fifth (25th)	through the
completed year.	completed year.	twenty-fifth
, ,	, ,	(25th)
		completed year.
		' '

- A. All Continuous Service Benefits payments are based on continuous length of service with the Employer and not on service within a classification.
- B. The Continuous Service Benefit is capped at twenty-five (25) years of continuous service, for all employees who received less than one thousand eight hundred dollars (\$1,800) per year as of March 1, 2009.
- C. Effective with the date of a change in status, the CSB for a CSB-eligible employee hired on or after January 1, 2013 who moves from one status to another (part-time at twenty two and one half (22.5) hours per week to part-time at twenty eight (28) hours per week or vice versa, part-time to full-time, or full-time to part-time status) will be adjusted to the dollar amount per month for the employee's new status.

Section 7. In the event that the existing salary schedule is revised during the term of this Agreement, employees whose present wage is higher than the top step in their classification in the new salary schedule would remain at their present wage until such time as the negotiated Cost of Living Adjustments and/or other adjustments to that schedule cause the employees' salaries to be within the appropriate range for those classifications. They are eligible for Continuous Service Benefit payments according to the eligibility requirements described in Section 6 of this Article. Any other matters associated with wages and continuous service benefits are covered in the Employer's policies.

ARTICLE 17: LAYOFFS AND RECALL

<u>Section I.</u> Reductions in the work force by the Employer shall be motivated by documented lack of funds, lack of work, or impending lack of funds or lack of work. The Union shall be notified at least two (2) weeks in advance of any layoff notice. The Employer and the Union shall meet and discuss the effects of a layoff or reduction in hours on the employees. The following procedures will be followed.

- A. The Library will determine which classifications and number of positions will be affected.
- B. The principle of seniority shall apply provided that the more senior employees have the skill and ability to perform the work as determined by the Employer.
- C. All temporary employees within the affected classification shall be terminated.

- D. Volunteers may not be used to fill positions of employees displaced during layoffs. They may continue to work in unaffected areas of the Library. During layoffs, Volunteer positions and work should be reviewed quarterly by the Union.
- E. During layoffs, any on-call hours or temporary positions should be offered in the following order, provided that the individual has the qualifications and ability to perform the work for which the hours are needed:
 - I. To regular employees;
 - 2. To laid off employees;
 - 3. To on-call employees;
 - 4. To volunteers; and
 - 5. Through external recruitments.
- F. Each employee to be laid off shall be given at least four (4) weeks' notice of layoff. Full-time employees shall receive sixteen hours of paid time off during that period to seek work. Part-time employees shall receive such time off, pro-rated according to the number of hours budgeted per week. The Employer shall provide the Union with current layoff seniority lists within two (2) weeks of the Employer's decision that a layoff will occur. Any employee who is laid off shall receive written notice thereof, and a copy shall be placed immediately in the employee's personnel file.

<u>Section 2.</u> Employees shall initially be placed on paid vacation status until any such accrued vacation leave is exhausted, with the layoff period beginning the first regular work day following the vacation period. Alternately, employees shall have the option of receiving a one-time payment of the total of <u>theirhis/her</u> accrued but unused vacation leave up to the date of layoff.

<u>Section 3.</u> In the event of layoff, employees shall have the option of bumping to an existing position at the same or a lower level of classification and pay in lieu of being laid off by utilizing their seniority, provided, however, that bumping to a particular position shall be contingent on the employee's qualifications and ability to perform the duties of the position to be assumed as determined by the Employer. The employee may bump only the employee in the lower classification with the least seniority.

Section 4. Any employee who is laid off shall be placed on a recall list for that classification and for any lower classification for which the employee has the skill and ability to perform the work. The employee shall remain on the recall list for a period of twenty-four (24) months. The employee shall have the responsibility to keep the Employer informed as to their his/her current address and telephone number. Failure of an employee to respond within five (5) working days or to report within ten (10) working days of notification to report for recall shall result in the removal of the name from the recall list. A reporting date in excess of ten (10) working days may be mutually agreed to. Employees may decline reinstatement to a lower classification than that which the employee held at the time of layoff without loss of their seniority ranking on the recall list. Any notification of re-employment to an employee laid off shall be made by telephone followed by written notification.

Section 5. Recall procedures are as follows:

- A. Prior to the recall of a laid off employee, employees within a position classification and work status shall have the right to apply for a lateral transfer. Terms of Article 8 shall apply. Article 8, Section 5 shall be waived for an employee returning to a previously held position.
- B. Laid off employees shall be recalled in order of seniority provided that the employee has the qualifications and ability for a position to which the employee may be reinstated.
- C. In order of seniority, laid off or reassigned employees shall have the first opportunity to return to their former classification and/or pay range in the event an opening occurs.

<u>Section 6.</u> Recalled employees shall be reinstated with full seniority and sick leave accrual which they had as of the date of layoff. Vacation, seniority and sick leave shall not accrue during periods of layoff.

ARTICLE 18: GRIEVANCE PROCEDURE

<u>Section I.</u> <u>Grievance Defined.</u> A grievance is defined as a claim by an employee or by a group of employees that there has been an improper application or violation of specific provisions of this Agreement.

<u>Section 2.</u> <u>Time Limits.</u> Grievances shall be processed in the following manner and within the stated time limits unless waived or extended by the Union and Employer in writing. Working days shall be considered as Monday through Friday and excluding Saturday and Sunday.

Section 3. Steps in Grievance Process.

Step 1. Supervisor Notification. The employee shall present the grievance in writing to their his/her Supervisor within thirty (30) calendar days of the occurrence first giving rise to the grievance or the date when the employee knew or should have known of the alleged contract violation. The grievance shall contain the following information:

- A. A general statement explaining the conditions or actions under which the alleged grievance occurred and the time of occurrence;
- B. The specific Article(s) and Section(s) of the Agreement alleged to have been improperly administered or violated:
- C. The remedial action requested.

A meeting will be arranged between the employee, the employee's supervisor and a representative of the local Union. The supervisor shall provide a written response to the employee within five (5) working days of such meeting. If the grievance is not resolved, the Employee may proceed to Step 2 within three (3) working days following the supervisor's written response in this Step I.

Step 2. Review by the Union Grievance Committee. The grievance shall be submitted to the Union Grievance Committee for review. In the event the Grievance Committee is not

CBA General Employees Unit January 1, 2019-2022 through December 31, 202<u>2</u>9 Page 24 convinced the employee has a legitimate grievance, such grievance shall be considered resolved upon written notification to the Employer. If the Grievance Committee believes the employee has a legitimate grievance, the employee may proceed to Step 3 by submitting the grievance and all related grievance documentation to the Library Director or designee within eight (8) working days following the supervisor's written response.

- **Step 3.** Review by the Library Director. The grievance shall be submitted to the Library Director or designee. A meeting shall be convened between the Director or designee, the employee and Union Grievance Committee within five (5) working days. The Director or designee shall render a written decision to the employee within five (5) working days of the meeting. If the grievance is not resolved, the employee may proceed to Step 4. If an employee chooses to proceed to Step 4, a written copy of the grievance will be submitted to the Library Board of Trustees by the Library Director.
- **Step 4.** Submission to Arbitration. Either the Employer or the Union may notify the other party of its intent to submit the grievance to arbitration within fifteen (15) working days following the receipt of the decision in Step 3. Such notification shall be accompanied by the following information:
 - A. The question or dispute at issue;
 - B. The specific Article(s) and Section(s) of the Agreement alleged to be improperly administered or violated and an explanation of the reasons the Union contends the contract was violated;
 - C. A statement of the facts agreed to by both parties;
 - D. A statement of the facts in dispute, if any; and
 - E. The remedy requested;

Step 5. Arbitration Process.

- A. The requesting party shall request a list of eleven (11) arbitrators from the Public Employment Relations Commission (PERC), the Federal Mediation and Conciliation Service, or the labor panel of the American Arbitration Association located in Washington, Oregon, and/or Idaho.
- B. If the parties cannot agree on an arbitrator from the list of arbitrators received, the Employer and the Union shall have the right to strike names alternately from the list until one arbitrator remains. The party who shall have the right to strike the first name shall be determined by coin toss. Unless the parties mutually agree to extend the time, the choice of an arbitrator shall be made within thirty (30) days of receipt of the list.
- C. The decision and award of the arbitrator shall be requested by the parties in writing within sixty (60) days after the conclusion of the arbitration hearing unless the parties request a bench decision. Any issue of substantive or procedural arbitrability shall be presented by the parties in briefs and affidavits for decision in advance of any subsequent

- hearing on the merits. The arbitrator shall either issue a decision or issue a determination that the decision requires additional evidence.
- D. The decision of the arbitrator shall be final and binding on both parties and shall not add to nor take away from this Agreement.
- E. The cost of the arbitrator shall be borne equally by both parties. All costs incurred by either party relating to the presentation of its case shall be paid exclusively by such party, and neither party may seek or receive attorney fees or other costs as a prevailing party.

<u>Section 4.</u> <u>Consequences of Missed Deadline.</u> Failure by the Union to follow the proper Steps in Section 3 of this Article and time limits as prescribed herein shall constitute abandonment of the grievance by the Union. Failure by management to follow the proper Steps and time limits shall cause the grievance to advance to the next step. Waiving of the time limits or eliminating any Steps in the procedure must be mutually agreed upon by both parties in writing.

<u>Section 5.</u> <u>Voluntary Resolution.</u> A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

<u>Section 6.</u> <u>Mediation.</u> Either party may request mediation following a Step 3 response that does not resolve the grievance. Should both parties agree, they will meet with a mediator and try to resolve the grievance, however, the mediation shall not delay time lines for submission to arbitration unless the time limits are tolled by written agreement. In the event that the grievance is not resolved, the Union will have thirty (30) calendar days from the close of the mediation session in which to submit a written notice for arbitration to the Director of the Library or designee.

ARTICLE 19: EMPLOYEE DISCIPLINE AND DISMISSAL

<u>Section I.</u> <u>Just Cause and Progressive Discipline.</u> The Employer may discipline an employee for just cause. The Employer recognizes principles of progressive discipline and may impose the following forms of discipline when the Employer determines that to do so is appropriate, per HR policy 8.9:

- A. Verbal Notification
- B. Written Notice.
- C. Suspension without pay.
- D. Termination.

<u>Section 2.</u> <u>Immediate Imposition of Suspension Without Pay or Termination.</u> Before suspending an employee without pay, or terminating an employee's employment, the Library shall provide the employee with written notice of the charges and the ranges of discipline under consideration, and an opportunity to meet with the Director or designee to discuss the charges and the facts on which the charges are based, offer defense and mitigation and correct any

misunderstandings of fact before discipline of suspension without pay or termination is imposed.

ARTICLE 20: LIBRARY FACILITIES

The Employer shall provide adequate, clean, safe and sanitary working conditions, including reasonable levels of lighting, warmth and ventilation. Where facilities are not directly controlled by the Library, every effort shall be made by the Employer to have them brought up to legal standards. Where feasible, a room shall be set aside for the use of the Library employees at mealtime and during breaks. This room may not be preempted for non-library business. Work materials shall be provided by the Employer where such materials are required to perform assigned duties. Library facilities shall be made available to the Union for meetings, provided sufficient advance request is made in writing. All Employer facilities shall be non-smoking facilities.

Occupational health and safety is the mutual concern of the Employer, the Union and employees. Employees or the Union shall report safety and health hazards of which they are aware to their Supervisor. The Employer shall comply with applicable federal, state and local safety laws, rules, and regulations. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

ARTICLE 21: NO STRIKE/LOCKOUT

<u>Section I.</u> No lockout of employees shall be instituted by the Employer during the term of this Agreement.

<u>Section 2.</u> No strikes of any kind shall be cased or sanctioned by the Union during the term of this Agreement. At no time, however shall employees be required to act as strike-breakers or to go through picket lines.

ARTICLE 22: INTEGRATION CLAUSE

The parties to this Agreement acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect any subject or matter not specifically covered by the Articles of this Agreement during the term of this Agreement, except as otherwise provided for in this Agreement or mutually agreed upon.

ARTICLE 23: SAVINGS CLAUSE

If any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such section, subsection, sentence, clause, or phrase shall declared to be severable. Such decisions shall not

CBA General Employees Unit January 1, 2019-2022 through December 31, 202<u>2</u>9 Page 27 affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Agreement, and they remain in full force and effect for the duration of this Agreement, it being the intent of the Employer and the Union that this Agreement shall stand notwithstanding the invalidity of any part.

ARTICLE 24: TERM OF AGREEMENT -

<u>Section 1.</u>The terms of this Agreement shall become effective January 1, $\frac{20192022}{2022}$, and shall remain in effect through December 31, $\frac{20202022}{2022}$.

<u>Section 2.</u> Reopener. Both parties agree that negotiations will not be reopened during the term of this agreement unless mutually agreed upon.

Executed this day of <u>January</u>, 20192021. NORTH OLYMPIC LIBRARY SYSTEM WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, AFSCME, AFL-CIO LOCAL NO. 1619L Mark Urnes, President, Chair Jennifer Smathers Dexter Thumm, Vice-NOLS Board of Trustees President AFSCME, AFL-CIO Local No. 1619L Margaret Jakubcin Noah Glaude, Executive Aaron Cole, Staff Representative Director Council 2, AFSCME North Olympic Library System

APPENDIX A: 2019-2022 GEU WAGE AND SALARY SCHEDULE

2019 General Employee Union W&S Schedule	min wage 2019 = \$12.00			Re	cent COLA	History: 201	3 - 0.5%, 20	14 - 3%, 2015	- 1%, 2016 -	0.5%, 2017 -	2%, 2018 - 2	%, 2019 - 2%
CLASSIFICATION	Class Code		A	A Hourly	В	B Hourly	C	C Hourly	D	D Hourly	E	E Hourty
Customer Service Specialist I	CSSOI	6	2,069.46	12.74	2,172.93	13.37	2,281.58	14.04	2,395.66	14.74	2,515.44	15.48
Facilities Technician II	FT002	7	2,172.93	13.37	2,281.58	14.04	2,395.66	14.74	2,515.44	15.48	2,641.21	16.25
Technical Services Assistant I	TSAOI		2,281.58	14.04	2,395.66	14.74	2,515.44	15.48	2,641.21	16.25	2,773.27	17.07
Technical Services Assistant II, Customer Service Specialist II	TSA02, CS902	9	2,395.66	14.74	2,515.44	15.48	2,641.21	16.25	2,773.27	17.07	2,911.93	17.92
Facilities Technician III, Customer Service Specialist III, Library Services Specialist I, IT Specialist I, Technical Services Assistant III	FT003, CS503, LS501, IT501, T5003	10	2,515.44	15.48	2,641.21	16.25	2,773.27	17.07	2,911.93	17.92	3,057.53	18.82
		=	2,641.21	16.25	2,773.27	17.07	2,911.93	17.92	3,057.53	18.82	3,210.41	19.76
Public Communications Coordinator, Digital Resource Coord.	PCC, DRC	12	2,773.27	17.07	2,911.93 3,057.53	17.92	3,057.53 3,210.41	18.82	3,210.41 3,370.93	19.76	3,370.93 3,539.48	20.74
IT Specialist II	ITS02	14	3,057.53	18.82	3,210.41	19.76	3,210.41	20.74	3,539.48	21.78	3,716.45	22.87
Library Services Specialist II, IT Specialist III	LSS02, ITS03	15	3,210.41 3,370.93	19.76	3,370.93 3,539.48	20.74	3,539.48 3,716.45	21.78	3,716.45 3,902.27	22.87	3,902.27 4,097.38	24.01 25.21
Librarian I	LIBOI	17	3,539.48	21.78	3,716.45	22.87	3,902.27	24.01	4,097.38	25.21	4,302.25	26.48
Librarian II	LIB02	18	3,716.45	22.87	3,902.27	24.01	4,097.38	25.21	4,302.25	26.48	4,517.36	27.80

CBA General Employees Unit January 1, 2019 2022 through December 31, 202<u>29</u> Page 29

Includes 4.0% COLA history: 2013 - 0.5%, 2014 - 3%, 2015 - 1%, 2016 - 0.5%, 2017 - 2%, 2018 - 2%, 2019 - 2%, 2020 - 3%, 2021 - 1%											
CLASSIFICATION		Α	A Hourly	В	B Hourly	С	C Hourly	D	D Hourly	E	E Hourly
Courier	8	2,468.47	15.19	2,591.89	15.95	2,721.48	16.75	2,857.55	17.58	3,000.43	18.46
Facilities Technician 2	9	2,591.89	15.95	2,721.48	16.75	2,857.55	17.58	3,000.43	18.46	3,150.45	19.39
	10	2,721.48	16.75	2,857.55	17.58	3,000.43	18.46	3,150.45	19.39	3,307.97	20.36
Public Services Specialist	- 11	2,857.55	17.58	3,000.43	18.46	3,150.45	19.39	3,307.97	20.36	3,473.37	21.37
IT Specialist 1, Technical Services Specialist	12	3,000.43	18.46	3,150.45	19.39	3,307.97	20.36	3,473.37	21.37	3,647.04	22.44
Community Outreach Specialist, Facilities Lead	13	3,150.45	19.39	3,307.97	20.36	3,473.37	21.37	3,647.04	22.44	3,829.39	23.57
Acquisitions Lead, IT Specialist 2	14	3,307.97	20.36	3,473.37	21.37	3,647.04	22.44	3,829.39	23.57	4,020.86	24.74
Marketing Coordinator, Public Services Lead, Web & Digital Systems Coordinator	15	3,473.37	21.37	3,647.04	22.44	3,829.39	23.57	4,020.86	24.74	4,221.90	25.98
IT Specialist 3	16	3,647.04	22.44	3,829.39	23.57	4,020.86	24.74	4,221.90	25.98	4,433.00	27.28
Librarian I, Library Services Specialist	17	3,829.39	23.57	4,020.86	24.74	4,221.90	25.98	4,433.00	27.28	4,654.65	28.64
	18	4,020.86	24.74	4,221.90	25.98	4,433.00	27.28	4,654.65	28.64	4,887.38	30.08
IT Systems Administrator, Librarian 2	19	4,221.90	25.98	4,433.00	27.28	4,654.65	28.64	4,887.38	30.08	5,131.75	31.58

Staff Report



Meeting Date: November 18, 2021

To: Library Board of Trustees

From: Noah Glaude, Executive Director

Subject: Adoption of Resolution 21-11-08 Honoring Betty Gordon for her service

to the North Olympic Library System

Attachments: Resolution 21-11-08

Topic/Issue:

Adoption of Resolution 21-11-08 honoring Betty Gordon for her service to the North Olympic Library System.

Discussion:

Betty Gordon's term on the Board of Trustees will conclude on December 31, 2021. Betty has provided outstanding service to the North Olympic Library System during her tenure on the Library Board. The resolution highlights just a few of her most noteworthy contributions. The Library Board, the staff, Friends, and volunteers are deeply grateful for her service to NOLS and the community.

Policy Considerations:

None.

Fiscal Considerations:

None.

Recommendation:

That the Library Board of Trustees adopt Resolution 21-11-08, honoring Betty for her service to NOLS.



Resolution 21-11-08

Library Board of Trustees North Olympic Library System

A RESOLUTION OF THE NORTH OLYMPIC LIBRARY SYSTEM HONORING BETTY GORDON FOR HER SERVICE TO THE LIBRARY AND THE COMMUNITY.

WHEREAS Betty Gordon joined the Board of Trustees of the North Olympic Library System in January 2012, bringing to the Board a unique and valuable blend of life and library experience; and

WHEREAS Betty has served with dedication not only as a member of the Board, but also as Board Chair and Vice Chair, and as a as a member of the Board's Finance Committee, Policy and Personnel Committees; and

WHEREAS in all her Board assignments Betty has played a valuable and significant role in shaping policy, fiscal strategy, and organizational vision; and

WHEREAS for nearly a decade, Betty has played a critical role in the Library's efforts to expand the Sequim Branch Library, participating on community committees, reviewing architect RFPs and supporting the cause however she can; and

WHEREAS Betty has always demonstrated keen intelligence, good sense, and effective communication, and has invariably served the Board, the Library, and the Community well;

NOW THEREFORE BE IT RESOLVED by the North Olympic Library System Board of Trustees that Betty Gordon be recognized and honored for her service to the Library and to the community.

ADOPTED BY THE BOARD OF TRUSTEES OF THE NORTH OLYMPIC LIBRARY SYSTEM at the regular meeting held this 18th day of November, 2021.

Chair	Trustee
Trustee	Trustee
Trustee	
ATTESTED BY:	
	Secretary to the Board