#### **Board of Trustees**

Kelli Smith, *President* • Rose Olson, *Vice President* • Paul Ryan, Secretary • Michael Adams • Jennifer DePrey • Susan Kostick • Martin Munguia **Executive Director**Lois Langer Thompson

### April 24, 2023, 5:30 p.m.

Sno-Isle Libraries Service Center 7312 35<sup>th</sup> Ave NE Marysville, WA 98271

Webinar Link: Click here to join the meeting

Telephone Dial-in: +1 872-239-6205 Phone Conference ID: 236 880 390#

### Meeting Agenda

- 1) Call to Order
- 2) Land Acknowledgement
- 3) Roll Call
- 4) \*Approval of Agenda
- 5) \*Consent Agenda Items
  - a) Approval of the March 27, 2023 regular meeting minutes
  - b) Approval of the March 2023 payroll, benefits, and vouchers
- 6) Public Comment
- 7) New Business
  - a) \*Policy Management Policy Board Development / Administration Chair Michael Adams Attachments 1-3
  - b) \*Public Records Policy Board Development / Administration Chair Michael Adams Attachments 4-6
  - c) \*Interlocal Agreement between City of Edmonds and Sno-Isle Intercounty Rural Library District Executive Director Lois Langer Thompson Attachments 7-8

### 8) Staff Reports

- a) Staff development Assistant Director of Equity, Inclusion, and Development Tricia Lee
- b) Financial Update Finance Manager Nicole Wehl Attachment 9

### 9) Executive Director's Report

a) Executive Director's report Attachment 10

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Lois Langer Thompson

### 10) Committee and Trustees' Reports

- a) President's Report / Executive Committee President Kelli Smith
  - i) 2023 Calendar and Meeting Schedule Attachments 11-12
  - ii) Trustee Vacancy Process Attachment 13
  - iii) Trustee Nominating Committee appointments
- b) Sno-Isle Libraries Foundation Liaison Report Trustee Susan Kostick

### 11) \*Adjournment

\*Denotes Board of Trustees action item.

To request accommodation for an event, email accessibility@sno-isle.org or visit sno-isle.org.

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March 27, 2023 Meeting Minutes

Freeland Library

### Call to Order

President Smith called the meeting to order at 5:30 p.m., followed by a land acknowledgment.

### **Attendees**

**Members present**: Jennifer DePrey, Susan Kostick, Martin Munguia, Rose Olson, and Kelli Smith. **Members present via videoconference**: Michael Adams.

**Staff present:** David Adkins-Brown, Betsy Arand, Michelle Callihan, David Durante, Robert Kerr, Meredith Kraft, Diane Lai, Rebecca Loney, Lois Langer Thompson, and Nicole Wehl.

### Approval of Agenda

Trustee Olson moved the Sno-Isle Libraries Board of Trustees approve the agenda as presented. The motion passed.

### Consent Agenda

- a) Approval of the February 27, 2023 regular meeting minutes
- b) Approval of the February 2023 Sno-Isle Libraries payroll, benefits, and vouchers

Trustee Kostick moved that the Sno-Isle Libraries Board of Trustees approve the Consent Agenda as presented. The motion passed.

### **Public Comment**

There were no public comments to the Board.

### **Unfinished Business**

### Proposed Updated 2023 Meeting Schedule

Trustee Munguia moved that the Sno-Isle Libraries Board of Trustees adopt the revised 2023 meeting schedule as presented. The motion passed.

### **New Business**

### **Collection Development Policy**

Trustee Kostick moved that the Sno-Isle Libraries Board of Trustees approve the Collection Development Policy as presented. The motion passed.

#### **Board of Trustees**

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### **Staff Reports**

### **Financial Update**

Finance Manager Nicole Wehl provided the February 2023 financial report.

### **Executive Director's Report**

Executive Director Thompson highlighted information from the Executive Director's report, including:

- Town hall meetings in the 38<sup>th</sup> and 10<sup>th</sup> Legislative Districts.
- The SnoCODE monthly meeting, in which Executive Director Thompson was joined by Mariner Community Campus Project Lead Terry Lott.
- Recent public computing enhancements including language support and accessibility features.
- Status reports on library capital projects underway in the Arlington, Darrington, Edmonds, Langley, Lake Stevens, and Mariner communities.
- A status update on the proposed improvement project at the Mill Creek Library.
- Recent investments in the staff intranet.
- Key statistics from the 2022 Human Resources Annual Report.

### Committee and Trustees' Reports

### **President's Report**

President Smith reported on the following:

- The proposed addition of work sessions to the Board meeting calendar.
- Attendance at the Employee Recognition Event, where President Smith presented the Trustees' Award to the Whidbey Reads team.
- Appreciation for staff's work in creating an inviting temporary location for the Darrington Library.

### **Board Development / Administration Committee**

Board Development / Administration Committee Chair Michael Adams reported on the March committee meeting, which included discussion on the following:

- Proposed updates to the Policy Management Policy.
- Proposed updates to the Public Records Policy.
- A review of the Trustee vacancy process.

#### **Board of Trustees**

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### Strategic Planning / Finance Committee

Strategic Planning / Finance Committee Chair Jennifer DePrey reported on the March committee meeting, which included discussion on the following:

- Proposed updates to the Collection Development Policy.
- Planning for the June Board-to-Board event with the Foundation Board members.

### **Sno-Isle Libraries Foundation Liaison Report**

Trustee Kostick reported on the following:

- A \$1.8 million bequest payment from the Estate of John and Betty Parks in benefit of the Snohomish Library.
- Foundation support offered to the Stanwood Friends of the Library, who have begun the dissolution process.
- A reminder that the Foundation will once again participate in the national Library Giving Day campaign on Tuesday, April 4.
- The Foundation continues to provide support to Robert Bayersdorfer of Optimus Fundraising who was hired by Sno-Isle Libraries to conduct a capital campaign Feasibility Study and is in the process of scheduling informational interviews with study participants.

### Adjournment

Trustee DePrey moved to adjourn the March 27, 2023 meeting of the Sno-Isle Libraries Board of Trustees. The motion passed. President Smith adjourned the meeting at 6:08 p.m.

President	Secretary

# Sno-Isle Libraries March 2023 Payroll and March 2023 Vouchers

Direct Deposits, Employee Deductions	\$	2,363,458.02	
Vendor Checks 78704, 78725, 78803, 78894 and 78908 through 78917, Plus Electronic Fund Transfers	\$	949,025.04	
Total Payroll and Benefits	\$	3,312,483.06	
Accounts Payable Checks 78642 through 78917 less checks listed above, plus Electronic Transfers	\$	1,183,350.25	
Total Payroll, Benefits and Accounts Payable	\$	4,495,833.31	*
Total Payroll, Benefits and Accounts Payable	<u> </u>	4,430,000.01	=

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Sno-Isle Regional Library System, and that I am authorized to authenticate and certify said claim.

Submitted to the Sno-Isle Libraries Board of Trustees April 24, 2023.

Finance Director

<sup>\*</sup> Actual checks written do not reflect adjustments. See page two for adjustments.

# Sno-Isle Libraries March 2023 Payroll and March 2023 Vouchers Reconciliation of Actual Expenditures to Expenditure Summary

March 2023 Payroll					
Employee Pay - Direct Deposit	\$	1,711,179.35			
Plus: Employee Deductions	\$	652,278.67			
Sub-Total Gross Payroll			\$	2,363,458.02	
Vendor Checks 78704, 78725, 78803, 78894 and 78908 through 78917	\$	210,929.38 *			
Electronic Funds Transfer- Employer Federal Taxes	\$	219,045.12			
Electronic Funds Transfer - Empower - 457 Plan	\$	13,131.18			
Electronic Funds Transfer - Mission Square - 457 Plan	\$	52,036.29			
Electronic Funds Transfer - PERS - Retirement Plan	\$	360,019.89			
Electronic Funds Transfer - Navia - FSA	\$	12,814.36			
Electronic Funds Transfer - Navia - HRA/MRA	\$	17,314.70			
Electronic Funds Transfer - Premera - Medical	\$	313,083.63			
Electronic Funds Transfer - Washington State Support Registry	\$	736.84			
Less: Employee Benefit Deductions	\$	(250,086.35)			
Sub-Total Benefits - Employer Expens	е		\$	949,025.04	
Total Payroll and Benefits			\$	949,025.04 3,312,483.06	
March 2023 Accounts Payable					
Checks 78642 through 78917 less checks listed above	\$	1,182,733.15 *	*		
Electronic Funds Transfer - WA State Department of Revenue - Comp Tax	\$	617.10			
Sub-Total Accounts Payable			\$	1,183,350.25 4.495.833.31	-
Total Payroll, Benefits and Accounts	s Payable		\$	4,495,833.31	
Adjustments					
Paycom Direct Service Fee	\$	18,108.78			
Refunds and Credits	\$	698.38			
Petty Cash Expense - 1st Qtr	\$	31.66			
Bank Service Charge	\$	212.51			
Travel & Business Expense Reimbursement paid in Payroll	\$	8,108.59			
Total Adjustments			\$	27,159.92	_
March 2023 Total Expenditures			\$	4,522,993.23	***
* Benefit invoices paid through Accounts Payable Checks	\$	210,929.38			
** Regular invoices paid through Accounts Payable Checks	\$	1,182,733.15			
Total Accounts Payable Check Payments	\$	1,393,662.53			
. Star Addodnito i dyablo dilcok i dyillelito	Ψ	1,000,002.00			

<sup>\*\*\*</sup> Equals Expenditure Summary Total

Date	Check	Payee	Check Amount
3/9/2023	78530	VOID	-\$41.76
3/30/2023	78736	VOID	-2,061.57
3/9/2023	78642	8X8 Inc	8,481.71
3/9/2023	78643	AAA Fire Protection, Inc	2,506.19
3/9/2023	78644	Alderwood Water District	35.95
3/9/2023	78645	Allied Universal	16,432.20
3/9/2023	78646	Amazon Capital Services, Inc	4,140.92
3/9/2023	78647	AT&T (105068)	43.23
3/9/2023	78648	Baker & Taylor Books (277930)	2,581.90
3/9/2023	78649	Beacon Publishing Inc	2,550.00
3/9/2023	78650	Blackstone Publishing	149.97
3/9/2023	78651	BuildingWork, LLC	16,048.42
3/9/2023	78652	City of Arlington	160.70
3/9/2023	78653	City of Edmonds	3,500.00
3/9/2023	78654	City of Granite Falls	127.10
3/9/2023	78655	City of Lake Stevens	9,605.57
3/9/2023	78656	City of Monroe	904.47
3/9/2023	78657	City of Sultan	185.98
3/9/2023	78658	Clinton Water Dist	54.56
3/9/2023	78659	Daily Journal of Commerce	85.25
3/9/2023	78660	Del Sol Inc	16,247.32
3/9/2023	78661	Economic Alliance Snohomish County	1,145.83
3/9/2023	78662	Gale/Cengage Learning	723.25
3/9/2023	78663	Greater Freeland Chamber	125.00
3/9/2023	78664	Guardian Security	3,945.31
3/9/2023	78665	Ingram Library Services	24,541.39
3/9/2023	78666	Insight Direct USA, Inc	6,644.24
3/9/2023	78667	Iron Mountain	686.08
3/9/2023	78668	Island County Treasurer	207.63
3/9/2023	78669	Island Disposal Inc	156.79
3/9/2023	78670	Janelle Tarasewicz	1,775.00
3/9/2023	78671	Jimmy's Roofing	6,133.63
3/9/2023	78672	Joan Helen Green	425.00
3/9/2023	78673	Kanopy	8,682.00
3/9/2023	78674	Lamar Transit, LLC	300.00
3/9/2023	78675	Midwest Library Service	556.95
3/9/2023	78676	Remit Overrun	0.00
3/9/2023	78677	Midwest Tape	16,446.16
3/9/2023	78678	MRSC	1,200.00
3/9/2023	78679	MSR Design	49,308.12
3/9/2023	78680	Office Depot, INC	2,723.33
3/9/2023	78681 - 78691		0.00
3/9/2023	78692	Overdrive Inc	41,288.44
3/9/2023	78693	Oxbow Farm & Conservation Center	150.00

Date	Check	Payee	Check Amount
3/9/2023	78694	Pacific Publishing Co Inc	293.25
3/9/2023	78695	Paper Roll Products	927.51
3/9/2023	78696	PetroCard Systems Inc	1,971.07
3/9/2023	78697	Petty Cash	720.50
3/9/2023	78698	PUD No 1 of Snohomish County	8,765.88
3/9/2023	78699	Puget Sound Energy	2,605.71
3/9/2023	78700	Rentacrate Enterprises LLC	466.09
3/9/2023	78701	Rev.com, Inc	529.50
3/9/2023	78702	Ricoh USA Inc - 31001	821.76
3/9/2023	78703	Ricoh USA Inc - 650073	10,907.22
3/9/2023	78704	Robert Half	8,317.17
3/9/2023	78705	Ryan, Paul	119.00
3/9/2023	78706	S-R Broadcasting Co Inc	840.00
3/9/2023	78707	Seattle Times	6,750.00
3/9/2023	78708	Silver Lake Water & Sewer	174.47
3/9/2023	78709	Skagit Publishing	324.61
3/9/2023	78710	Sno-Isle Library Foundation	134.81
3/9/2023	78711	Snohomish Co Treasurer	1,877.28
3/9/2023	78712	Sound Publishing	41.16
3/9/2023	78713	Sprague Pest Solutions	559.81
3/9/2023	78714	T Mobile	135.98
3/9/2023	78715	Tacoma Public Library-ILL	18.95
3/9/2023	78716	The Athena Group, LLC	10,325.00
3/9/2023	78717	Thryv, Inc	115.47
3/9/2023	78718	Tsai Fong Books Inc	1,169.09
3/9/2023	78719	Uline	364.83
3/9/2023	78720	Verizon Communications Inc	330.79
3/9/2023	78721	Visionary Office Furniture	1,036.45
3/9/2023	78722	Walter E Nelson Co of Western WA	908.14
3/9/2023	78723	Washington State Ferries	832.60
3/9/2023	78724	Waste Management	4,186.99
3/9/2023	78725	Wellable LLC	223.00
3/9/2023	78726	When to Work Inc	1,755.00
3/9/2023	78727	Ziply Fiber	4,897.96
3/9/2023	78728	Timeless Design	18,371.70
3/9/2023	78729	Lois Langer Thompson	607.64
3/9/2023	78730	Monica Jackson	292.99
3/24/2023	78731	Alisha Hendren	150.00
3/24/2023	78732	AAA Fire Protection, Inc	6,846.31
3/24/2023	78733	Air Care System	5,138.30
3/24/2023	78734	Allied Universal	23,623.20
3/24/2023	78735	Remit Overrun	0.00
3/24/2023	78736	Amazon Capital Services, Inc	2,061.57
3/24/2023	78737	American Library Association	422.00

Date	Check	Payee	Check Amount
3/24/2023	78738	Asavie Technologies Inc	1,776.45
3/24/2023	78739	Baker & Taylor Books (277930)	5,567.33
3/24/2023	78740	Bank of America (0958)	2,048.02
3/24/2023	78741	Bank of America (1458)	59.95
3/24/2023	78742	Bank of America (2175)	2,024.28
3/24/2023	78743	Bank of America (2945)	6,282.27
3/24/2023	78744	Bank of America (3736)	1,676.30
3/24/2023	78745	Bank of America (5953)	29.94
3/24/2023	78746	Bank of America (7423)	1,801.03
3/24/2023	78747	Bank of America (8208)	6,312.83
3/24/2023	78748	Bank of America (8948)	216.63
3/24/2023	78749	Bibliotheca LLC	2,372.84
3/24/2023	78750	Blackstone Publishing	391.10
3/24/2023	78751	Brodart Company	1,034.90
3/24/2023	78752	Camano Hill Water Co.	129.21
3/24/2023	78753	Candid	2,495.00
3/24/2023	78754	Cedar Grove Organics Recycling LLC	457.30
3/24/2023	78755	Center Point Large Print	738.90
3/24/2023	78756	City of Langley	364.47
3/24/2023	78757	City of Marysville	651.75
3/24/2023	78758	Del Sol Inc	58,621.75
3/24/2023	78759	Demco Inc (8048)	156.98
3/24/2023	78760	EBSCO	2,103.66
3/24/2023	78761	Gale/Cengage Learning	3,303.19
3/24/2023	78762	Gorilla Mad Film Wraps LLC	6,563.46
3/24/2023	78763	Harlem Run	500.00
3/24/2023	78764	Hillis Clark Martin & Peterson	1,862.00
3/24/2023	78765 - 78766	Remit Overrun	0.00
3/24/2023	78767	Ingram Library Services	79,835.86
3/24/2023	78768	Island Disposal Inc	35.90
3/24/2023	78769	Johnston Architects, LLC	93,860.75
3/24/2023	78770	Language Exchange	40.00
3/24/2023	78771	Leadership for Change	175.00
3/24/2023	78772	Lemay Mobile Shredding	80.91
3/24/2023	78773	Midwest Library Service	3,783.44
3/24/2023	78774	Remit Overrun	0.00
3/24/2023	78775	Midwest Tape	8,563.31
3/24/2023	78776	MSR Design	, 76,731.21
3/24/2023	78777	Oak Harbor Chamber of Commerce	225.00
3/24/2023	78778	OCLC Inc (34299)	701.96
3/24/2023	78779	Remit Overrun	0.00
3/24/2023	78780	Office Depot, INC	3,066.34
3/24/2023	78781 - 78793	Remit Overrun	0.00
3/24/2023	78794	Overdrive Inc	48,106.82
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Date	Check	Payee	Check Amount
3/24/2023	78795	Pacific Office Automation	2,471.77
3/24/2023	78796	Paper Roll Products	1,379.37
3/24/2023	78797	Prime Self Storage	814.00
3/24/2023	78798	PUD No 1 of Snohomish County	10,681.83
3/24/2023	78799	Puget Sound Energy	3,895.02
3/24/2023	78800	Republic Services 197	850.19
3/24/2023	78801	Ricoh USA Inc - 31001	10,310.54
3/24/2023	78802	Ricoh USA Inc - 650073	15,027.56
3/24/2023	78803	Robert Half	18,549.66
3/24/2023	78804	Robin, Victoria Marie	200.00
3/24/2023	78805	Sadberry, Edna D., DBA Griffin Counseling & Wellness	175.00
3/24/2023	78806	Shred-it	423.57
3/24/2023	78807	Smokey Point Place IV, LLC	7,660.17
3/24/2023	78808	Snohomish Co Finance	23.00
3/24/2023	78809	Snohomish Regional Fire and Rescue	75.00
3/24/2023	78810	Sprague Pest Solutions	514.45
3/24/2023	78811	State Auditor's Office	2,062.86
3/24/2023	78812	StitchDX, LLC	13,276.50
3/24/2023	78813	Summit Law Group, PLLC	223.00
3/24/2023	78814	Teresa Wippel Communications LLC	425.00
3/24/2023	78815	The Hanover Insurance Group	10,181.70
3/24/2023	78816	Timeless Design	10,987.58
3/24/2023	78817	Tsai Fong Books Inc	541.47
3/24/2023	78818	U.S. Bank	470.00
3/24/2023	78819	Uline	975.19
3/24/2023	78820	Verizon Wireless (660108)	13,725.40
3/24/2023	78821	Walter E Nelson Co of Western WA	5,850.44
3/24/2023	78822	Wave Business	10,346.14
3/24/2023	78823	Whidbey Telecom	600.59
3/30/2023	78824	Rebecca Loney	350.39
3/30/2023	78825	Alisha Hendren	489.00
3/30/2023	78826	Alisha Hendren	230.00
3/30/2023	78827	Alderleaf Wilderness College	300.00
3/30/2023	78828	Remit Overrun	0.00
3/30/2023	78829	Amazon Capital Services, Inc	2,429.40
3/30/2023	78830	American Library Association	2,672.00
3/30/2023	78831	Baker & Taylor Books (277930)	2,027.72
3/30/2023	78832	Blackstone Publishing	195.26
3/30/2023	78833	Camano Commons	1,100.00
3/30/2023	78834	Cascade Natural Gas	601.38
3/30/2023	78835	Casey, Maria	375.00
3/30/2023	78836	CDW Government Inc	3,992.17
3/30/2023	78837	Cecille Kalafut, MS, CCC-SLP, LLC	1,100.00
3/30/2023	78838	City of Granite Falls	127.10

Date	Check	Payee	Check Amount
3/30/2023	78839	City of Lynnwood	1,764.16
3/30/2023	78840	Comcast	3,746.89
3/30/2023	78841	DS Services of America, Inc.	86.66
3/30/2023	78842	E.J. Harris Photography	414.58
3/30/2023	78843	Emergent Devices Inc.	1,140.00
3/30/2023	78844	Gale/Cengage Learning	4,192.83
3/30/2023	78845	Grainger	136.89
3/30/2023	78846	Growing Roots Together	150.00
3/30/2023	78847	Hartt, Jack William	50.00
3/30/2023	78848	HP Inc	8,478.50
3/30/2023	78849	Ingram Library Services	21,929.52
3/30/2023	78850	Joan Helen Green	850.00
3/30/2023	78851	Lamar Transit, LLC	3,210.00
3/30/2023	78852	Language Exchange	292.50
3/30/2023	78853	Lemay Mobile Shredding	116.71
3/30/2023	78854	Lithtex NW	911.79
3/30/2023	78855	Midwest Tape	4,586.13
3/30/2023	78856	Nagpal, Bharti	60.00
3/30/2023	78857	O'Donnell, Kristi	500.00
3/30/2023	78858	OCLC Inc (34299)	605.12
3/30/2023	78859	Office Depot, INC	2,163.61
3/30/2023	78860 - 78882	Remit Overrun	0.00
3/30/2023	78883	Overdrive Inc	139,038.25
3/30/2023	78884	Pacific Rim Institute	50.00
3/30/2023	78885	Pasado's Safe Haven	113.49
3/30/2023	78886	PetroCard Systems Inc	2,399.99
3/30/2023	78887	Petty Cash	327.40
3/30/2023	78888	Pitney Bowes	425.57
3/30/2023	78889	PUD No 1 of Snohomish County	12,296.59
3/30/2023	78890	Puget Sound Energy	1,009.94
3/30/2023	78891	Puget Sound Mobile Detail	212.55
3/30/2023	78892	Reptile Man	295.00
3/30/2023	78893	Ringsquared	85.79
3/30/2023	78894	Robert Half	8,755.33
3/30/2023	78895	SHI International	3,968.04
3/30/2023	78896	Shred-it	100.35
3/30/2023	78897	Silver Kite Community Arts	700.00
3/30/2023	78898	Smokey Point Place IV, LLC	2,850.81
3/30/2023	78899	Sound Publishing	5,355.25
3/30/2023	78900	Sprague Pest Solutions	368.01
3/30/2023	78901	Tsai Fong Books Inc	124.66
3/30/2023	78902	Uline	206.54
3/30/2023	78903	Visionary Office Furniture	2,072.90
3/30/2023	78904	Walter E Nelson Co of Western WA	1,798.73

Date	Check	Payee	<b>Check Amount</b>
3/30/2023	78905	Waste Management	4,120.40
3/30/2023	78906	WCP Solutions	973.61
3/30/2023	78907	Ziply Fiber	12,225.74
3/31/2023	78908	Canopy Wellbeing	1,365.00
3/31/2023	78909	Delta Dental of Washington	32,228.89
3/31/2023	78910	Dept of Labor & Industries	51.68
3/31/2023	78911	Kaiser Permanente	84,992.70
3/31/2023	78912	Lifewise Assurance Company	35,228.07
3/31/2023	78913	Lincoln National Life Ins Company	9,067.61
3/31/2023	78914	Navia Benefit Solutions Client Pay	1,910.15
3/31/2023	78915	Premera Blue Cross	9,423.12
3/31/2023	78916	Sno-Isle Library Foundation	567.00
3/31/2023	78917	Snohomish County Superior Court Clerk	250.00
			\$1,393,662.53

Sno-Isle Libraries Board of Trustees Policy

### Purpose

To establish the responsibilities and process for creating, reviewing, and revising Sno-Isle Libraries policies.

### Scope

Washington State Law (RCW 27.12.210) gives library Trustees the authority and duty to adopt library bylaws, rules, and regulations. It also authorizes library Trustees to employ and prescribe the duties of the librarian; for Sno-Isle Libraries, this is the Executive Director. The law further gives Trustees the authority to do all other acts necessary for the orderly and efficient management and control of libraries.

This policy establishes responsibilities for timely detailed review and update of existing policies and for consideration of new policies needed legally or for the improvement of library operations.

# **Implementation**

### Board policy and scope

The Board retains responsibility for policies regarding:

- Board governance, actions, and Trustee behavior.
- The job structure, compensation, and actions of the Executive Director.
- Public use of Sno-Isle materials and facilities.
- The acquisition of land and buildings.
- Other policies as determined.

#### **Review of current policies**

Every Sno-Isle policy document will be reviewed in detail at least once every four years. The Executive Director will recommend a schedule for review, assignment to appropriate Board Committees or staff, and approval responsibility to ensure the reviews are completed in a timely and efficient manner. The recommendation will be reviewed and approved annually by the Board of Trustees.

Sno-Isle Libraries Board of Trustees Policy

### **New policies**

Proposals for new policies shall be evaluated by the Board and Executive Director to determine if they should be created. New policies will be processed in the same manner as stated above for detailed reviews.

### Interim review

Between scheduled reviews the Executive Director may make interim revisions to policies as needed for the following reasons:

- Typographical or cross reference corrections.
- Title changes to positions or organizational units.

### **Format**

All Sno-Isle Libraries policies are to use the following format, with limited exceptions:

- Purpose
- Scope
- Implementation
- Policy History

## **Policy History**

Revision adopted by Board of Trustees September, 2019

Sno-Isle Libraries Board Of Trustees Policy

### Purpose

To establish the responsibilities and process for creating, reviewing, and revising Sno-Isle Libraries (<u>Library District</u>) policies.

### Scope

Washington State Law (RCW 27.12.210) gives library Trustees the authority and duty to adopt library bylaws, rules, and regulations. It also authorizes library Trustees to employ and prescribe the duties of the librarian; for Sno-Isle Libraries, this is the Executive Director. The law further gives Trustees the authority to do all other acts necessary for the orderly and efficient management and control of libraries. This policy applies to Library District staff and members of the Sno-Isle Libraries Board of Trustees (Board of Trustees) and

This policy establishes responsibilities for timely detailed review and update of existing policies and for consideration of new policies needed legally or for the improvement of library operations.

Board policies define the governing principles of and set the direction for the Library District. Examples include:

- Board of Trustees governance, actions, and behavior.
- The job structure, compensation, and actions of the Executive Director.
- Public use of Library District materials and facilities.
- The acquisition of land and buildings.
- Other policies as determined.

### **Implementation**

### **Board policy and scope**

The Board retains responsibility for policies regarding:

Sno-Isle Libraries Board Of Trustees Policy

- Board governance, actions, and Trustee behavior.
- The job structure, compensation, and actions of the Executive Director.
- Public use of Sno-Isle materials and facilities.
- The acquisition of land and buildings.
- Other policies as determined.

### **Review of current policies**

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### **New policies**

Proposals for new policies shall be evaluated by the Board of Trustees and Executive Director to determine if they should be created. New policies will be processed in the same manner as stated above for detailed reviews.

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- Typographical or cross reference corrections.
- Title changes to positions or organizational units.

### **Format**

All <u>Sno-Isle LibrariesLibrary District</u> policies are to use the following format, with limited exceptions:

- Purpose
- Scope
- Implementation
- Policy History

Sno-Isle Libraries Board Of Trustees Policy

### **Associated Policies and Laws**

- Washington State RCW 27.12.210. Library trustees—Organization—Bylaws— Powers and duties
- Sno-Isle Libraries Board policy. Equity

### **Process**

This policy is reviewed every four (4) years by the Executive Director (or designee), who makes recommendations to the appropriate Board committee. The committee reviews the recommendations, revises the policy as necessary and appropriate, endorses, and advances the policy to the full Board for approval.

### **Policy History**

Revision adopted by Board of Trustees September, 2019 Date approved: TBD Next review date: TBD Adopted: 2009

**Sno-Isle Libraries Board Policy** 

### Purpose

To establish the responsibilities and process for creating, reviewing, and revising Sno-Isle Libraries (Library District) policies.

### Scope

This policy applies to Library District staff and members of the Sno-Isle Libraries Board of Trustees (Board of Trustees) and establishes responsibilities for timely detailed review and update of existing policies and for consideration of new policies needed legally or for the improvement of library operations.

Board policies define the governing principles of and set the direction for the Library District. Examples include:

- Board of Trustees governance, actions, and behavior.
- The job structure, compensation, and actions of the Executive Director.
- Public use of Library District materials and facilities.
- The acquisition of land and buildings.
- Other policies as determined.

## **Implementation**

### **Review of current policies**

Every Library District policy document will be reviewed in detail at least once every four years. The Executive Director will recommend a schedule for review and assignment to appropriate staff and Board Committees. Final review and approval will occur at a regular full Board meeting.

### **New policies**

Proposals for new policies shall be evaluated by the Board of Trustees and Executive Director to determine if they should be created. New policies will be processed in the same manner as stated above for detailed reviews.

Sno-Isle Libraries Board Policy

#### Interim review

Between scheduled reviews, the Executive Director may make interim revisions to policies as needed for the following reasons:

- Typographical or cross reference corrections.
- Title changes to positions or organizational units.

#### **Format**

All Library District policies are to use the following format, with limited exceptions:

- Purpose
- Scope
- Implementation
- Policy History

#### **Associated Policies and Laws**

- Washington State <u>RCW 27.12.210.</u> Library trustees—Organization—Bylaws—Powers and duties
- Sno-Isle Libraries Board policy. Equity

#### **Process**

This policy is reviewed every four (4) years by the Executive Director (or designee), who makes recommendations to the appropriate Board committee. The committee reviews the recommendations, revises the policy as necessary and appropriate, endorses, and advances the policy to the full Board for approval.

## Policy History

Date approved: TBD Next review date: TBD

Adopted: 2009

Sno-Isle Libraries Board of Trustees Policy

### Purpose

To comply with Washington State RCW 42.56 Public Records, commonly known as the Public Records Act, Sno-Isle Libraries will have an administrative policy for requests for public records.

### Scope

Sno-Isle Libraries public records are available for public inspection and duplication, except as otherwise provided by RCW 42.56.001 – 42.56.904.

### **Exemptions**

Sno-Isle Libraries may deny access to a public record that is exempt under the provisions of the law.

Any library record the primary purpose of which is to maintain control of library materials, or to gain access to information, that discloses or could be used to disclose the identity of a library user, is exempt from public disclosure by RCW 42.56.310.

Certain other exemptions pertain to public records, under certain circumstances, specified in Chapter 42.56 RCW and/or other applicable law. If any item is withheld, a written statement of the specific reasons therefore will be provided by the Public Records Officer.

#### **Requests for Public Records**

Any public record may be obtained by members of the public by using the Sno-Isle Libraries Administrative Policy.

### Copying / Fees

Sno-Isle Libraries will set a fee schedule based on RCW 42.56.120.

#### **Additional Information**

Additional information about Washington State's Public Record Act can be obtained online over the Internet from the website of the Washington State Attorney General's Office at Washington's Public Records Act (PDF).

### Current

# **Public Records Policy**

Sno-Isle Libraries Board of Trustees Policy

# **Implementation**

This policy will be implemented by the Public Records Officer, as delegated by the Executive Director

# Policy History

Revision adopted by Board of Trustees September, 2019

Sno-Isle Libraries Board of Trustees Policy

### Purpose

To comply with Washington State RCW 42.56 law regarding Poublic Records, commonly known as the Public Records Act, Sno-Isle Libraries (Library District) will have an administrative policy with procedures and guidelines to establish the process for requesting and accessing Library District public records.

### Scope

Sno Isle Libraries Library District public records are available for public inspection and duplication, except as otherwise provided specified by RCW 42.56.001 – 42.56.904 applicable law.

### Exemptions#

Sno Isle Libraries The Library District may deny access to a public record that is exempt from public disclosure under the provisions of the law. In particular,

Aany library record, the primary purpose of which is to maintain control of library materials, or to gain access to information, that discloses or could be used to disclose the identity of a library usercustomer, is exempt from public disclosure by RCW 42.56.310. Other public records are also legally exempt from public disclosure. If a document is exempt from public disclosure, the Library District will specify the reason for exemption.

Certain other exemptions pertain to public records, under certain circumstances, specified in Chapter 42.56 RCW and/or other applicable law. If any item is withheld, a written statement of the specific reasons therefore will be provided by the Public Records Officer.

### Requests for Public Records#

Any public record may be obtained by members of the public by using the Sno-Isle Libraries Administrative Policy.

### Copying / Fees#

Sno-Isle Libraries will set a fee schedule based on RCW 42.56.120.

### **Additional Information**#

Additional information about Washington State's Public Record Act can be obtained online over the Internet from the website of the Washington State Attorney General's Office at Washington's Public Records Act (PDF)#

Sno-Isle Libraries Roard of Trustees Policy

## **Implementation**

This policy will be implemented by the Public Records Officer, as delegated by the Executive Director.

### Requests for Public Records#

Requests to inspect or copy public records shall be made pursuant to the Sno-Isle Libraries Public Records Request Administrative Policy.

### Copying / Fees#

Sno-Isle Libraries will set a fee schedule based on applicable law.

### **Associated Policies and Laws**

- Washington State chapter 42.56 RCW Public Records Act
- American Library Association Library Bill of Rights
- Sno-Isle Libraries Administrative Policy. Public Records Request

#### **Process**

This policy is reviewed every four (4) years by the Executive Director (or designee), who makes recommendations to the appropriate Board committee. The committee reviews the recommendations, revises the policy as necessary and appropriate, endorses, and advances the policy to the full Board for approval.

### **Policy History**

Revision adopted by Board of Trustees Date approved: September, 2019TBD

Next review date: TBD

Date Adopted: 2009

#

**Sno-Isle Libraries Board Policy** 

### Purpose

To comply with Washington State law regarding public records, commonly known as the Public Records Act, Sno-Isle Libraries (Library District) will have an administrative policy with procedures and guidelines to establish the process for requesting and accessing Library District public records.

### Scope

Library District public records are available for public inspection and duplication, except as otherwise specified by applicable law.

### **Exemptions**

The Library District may deny access to a public record that is exempt from public disclosure under the provisions of the law. In particular, any library record, the primary purpose of which is to maintain control of library materials, or to gain access to information, that discloses or could be used to disclose the identity of a library customer, is exempt from public disclosure. Other public records are also legally exempt from public disclosure. If a document is exempt from public disclosure, the Library District will specify the reason for exemption.

## **Implementation**

This policy will be implemented by the Public Records Officer, as delegated by the Executive Director.

### **Requests for Public Records**

Requests to inspect or copy public records shall be made pursuant to the <u>Sno-Isle Libraries</u> <u>Public Records Request Administrative Policy</u>.

### Copying / Fees

Sno-Isle Libraries will set a fee schedule based on applicable law.

### **Associated Policies and Laws**

- Washington State <u>chapter 42.56 RCW</u> Public Records Act
- American Library Association <u>Library Bill of Rights</u>
- Sno-Isle Libraries Administrative Policy. Public Records Request

**Sno-Isle Libraries Board Policy** 

#### **Process**

This policy is reviewed every four (4) years by the Executive Director (or designee), who makes recommendations to the appropriate Board committee. The committee reviews the recommendations, revises the policy as necessary and appropriate, endorses, and advances the policy to the full Board for approval.

## Policy History

Date approved: TBD Next review date: TBD Date Adopted: 2009

# **Executive Director**

### Memo to Board of Trustees

April 24, 2023

Lois Langer Thompson Executive Director

Interlocal Agreement Between the City of Edmonds (City) and Sno-Isle Intercounty Rural Library District (Library District) for Library Repair and Upgrade Project

With the approval of Addendum No. 1 to the Annexation Agreement, the Library District reached an agreement with the City naming the Library District as the lead agency to deliver the repair and upgrade project for the Edmonds Library. The project will include repair elements in the scope that are the City's responsibility, and the City will reimburse the Library District for those expenses.

Due to the estimated amount of the reimbursement, the City requires an Interlocal Agreement (ILA) with City Council approval. The ILA will detail the project delivery, scope and cost responsibilities, and administrative processes. Consistent with previous processes, staff are requesting Sno-Isle Libraries Board of Trustees (Board) approval.

Given the urgent nature of the project, and for coordination with the City Council, the Board approval of the ILA at the April 24 Board meeting is requested. Final details of the agreement are being reviewed and will be completed prior to the Board meeting. Therefore, included in the packet is a draft copy of the ILA, with notes on the content still pending. A final version of the ILA will be provided to the Board prior to the April 24 meeting. The draft has been reviewed by the Library District's attorney, and the final version will also be reviewed by the attorney.

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDMONDS AND SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT FOR LIBRARY REPAIR AND UPGRADE PROJECTS

This INTERLOCAL AGREEMENT FOR LIBRARY REPAIR AND UPGRADE PROJECTS (this "Agreement"), is made and entered into as of the effective date referenced below, between the CITY OF EDMONDS, a Washington municipal corporation (the "City"), and the SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, a Washington intercounty rural library district (the "Library District") pursuant to Chapter 39.34 RCW.

#### RECITALS

- **A.** The City and the Library District entered into an Annexation Agreement dated April 3, 2001 (the "Annexation Agreement"), attached hereto as **Attachment A** and incorporated herein by this reference; and
- **B.** The Annexation Agreement sets forth the obligations of the City and the Library District with regard to the quarters provided by the City to the Library District (the "Library Quarters") in the City-owned facility known as the Edmonds Library Building (the "Building") and the Library District's provision of library services in the Library Quarters; and
- C. The Building and the Library Quarters recently suffered damage from a flooding incident related to a burst irrigation pipe within the Building; and
- **D.** In February 2023, the parties entered into Addendum No. 1 to the Annexation Agreement ("Addendum No. 1"), attached hereto as **Attachment B** and incorporated herein by this reference, to document their agreement regarding the obligations of the City and the Library District relating to the repair of the flooding damage to the Building and the Library Quarters (the "Repair Project") and a concurrent project to provide tenant improvements to upgrade and update the Library Quarters (the "Library Upgrade Project") (collectively, the "Projects"); and
- **E.** The parties wish to document their agreement on the rights and responsibilities of the City and the Library District with regard to the Projects with this Agreement entered into pursuant to Chapter 39.34 RCW.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the City and the Library District agree as follows:

### 1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the City and the Library District as they relate to the execution of the Projects.

### 2. <u>Effective Date.</u>

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the parties' websites.

### 3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

<u>City's Initial Administrator:</u> <u>Library District's Initial Administrator:</u>

Susan McLaughlin, Director Chy Ross, Assistant Director of Capital

Edmonds Planning & Development Strategy and Planning

Department Strategic Services Department

121 Fifth Avenue N 7312 35<sup>th</sup> Ave NE Edmonds, Washington 98020 Marysville, WA 98271

(425) 771-0220 (360) 651-7015 Susan.McLaughlin@edmondswa.gov cross@sno-isle.org

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

### 4. Project Performance.

- 4.1 <u>Certification of Real Property Interest.</u> The City certifies to the Library District that the City owns the real property upon which the Projects shall be executed, and additional real property interests or easements are not needed to complete the Projects.
- 4.2 <u>Grant of License / Right of Entry</u>. The City hereby grants to the Library District a non-exclusive license of reasonable access to those areas of the Building not included in the Library Quarters for the purposes of performing the work necessary to complete the Projects, and all activities reasonably related thereto. The right of entry authorized by this Agreement is subject to all valid rights existing in those areas as of the effective date of this Agreement. The City reserves the right to grant others the privilege to enter those areas of the Building not included in the Library Quarters, and the parties specifically agree that the right of entry granted by this Agreement is not exclusive. The Library District shall not permit any other party, except the Library District's duly authorized representatives, employees, agents and contractors to enter or work in those areas of the Building not included in the Library Quarters.
- 4.3 <u>Library District as Lead Agency.</u> As agreed in Addendum No. 1, the Library District shall serve as the lead agency for undertaking both the Repair Project and the Library Upgrade Project as described therein, including but not limited to engaging the necessary contractors and providing project management to ensure coordination of the two Projects.

- 4.4 <u>Library District's Responsibilities with regard to the Projects.</u> The Library District shall undertake the following responsibilities with regard to the Projects:
  - 4.4.1 Provide for the performance of all work necessary to deliver both Projects.
  - 4.4.2 Obtain all necessary permits for the completion of the Projects.
  - 4.4.3 Take responsibility for returning the Building to operational condition (including building systems known as mechanical, electrical and plumbing systems included Library Upgrade Project).
  - 4.4.4 Building alarms (Fire and Burglar) shall be in operational condition at the time of occupancy or when otherwise required by code. Work on the Library Upgrade Project will need to take these pre-existing systems into account, and make an necessary alterations that will allow these systems to be operational and compliant.
  - 4.4.5 Building DDC (HVAC) controls will need to be reconfigured and made operational and calibrated to meet new design parameters with City's vendor ATS (Alerton controls).
  - 4.4.6 The Library District will contract for certain agreed upon work scopes on behalf of the City outside of the Library Upgrade Project in order to facilitate contractor coordination and expedite completion of the Projects. The scopes and costs associated with these are outlined in Section 4.5.7.
  - 4.4.7 The Library District will provide the City with design and as-built drawings for all Library Upgrade Project work and contracted work on behalf of City.
  - 4.4.8 The Library District shall obtain and, upon request, provide the City with copies of all permits necessary to complete the Projects.
- 4.5 <u>City's Responsibilities with regard to the Projects.</u> The City shall undertake the following responsibilities with regard to the Projects:
  - 4.5.1 Expedite the provision of any necessary City permits.
  - 4.5.2 Upon request by the Library District, promptly provide all information necessary to complete the Projects.
  - 4.5.3 Installation of exterior insulation at West parking area
  - 4.5.4 Perform professional air quality sampling study.
  - 4.5.5 Provide access and assist with logistics as agreed upon by the City and the

Library District.

- 4.5.6 Install irrigation re-routing for long term flooding solution.
- 4.5.7 The scopes and costs of the agreed upon work that the Library District will contract for on behalf of the City, as described in Section 4.4.6, are outlined below:

This section to contain itemized scopes and costs of work that will be performed as a part of the project but are the City's responsibility. The City to reimburse the Library District for these costs.

4.6 <u>Project Funding.</u> The parties agree that the funding of the Projects shall be undertaken as <u>set forth</u> in Addendum No. 1. The City shall be responsible for providing funds in the amount of \$\(\frac{1}{2}\), with the remaining costs being the responsibility of the Library District.

### 4.7 Project Deadline.

This section to contain a deadline date for the library to be open and operational, with a term that the date can be extended in the case of conditions beyond the Library District's control.

- 4.8 <u>Ongoing Maintenance</u>. Upon completion of the Projects, the City shall be responsible for all other maintenance, repair, and capital costs related to the Building and the property on which it is located, as set forth in Addendum No. 1. When the Reserve Fund referenced in Addendum No. 1 is exhausted, the City and the Library District shall negotiate the responsibility for ongoing maintenance, furnishings, equipment and improvements for the Library Quarters.
- 5. Other Flooding Damage Repairs. The Library District and the City acknowledge that the City has assumed responsibility for other flooding damage repairs to the Building that are not included in the Projects. The scopes and costs associated with these are outlined below:

This section to contain itemized scopes and costs of work that will be performed and paid for by the City. This section may also be removed, as it does not relate directly to the project.

### 6. Accounting and Record Keeping.

6.1 <u>Accounting.</u> The Library District shall maintain a system of accounting and internal controls which complies with generally accepted accounting principles and governmental

accounting and financial reporting standards in accordance with RCW 43.09.200, et seq.

- 6.2 <u>Recordkeeping.</u> The Library District shall maintain adequate records to support billings for the Projects. The records shall be maintained by the Library District for a period of five (5) years after completion of this Agreement. The City, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the Library District relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.
- 7. <u>Independent Contractor.</u> The Library District shall perform all work associated with the Projects as an independent contractor and not as an agent, employee, or servant of the City. The Library District shall be solely responsible for control, supervision, direction and discipline of its personnel and agents, who shall be employees and agents of the Library District and not the City. The City shall only have the right to ensure performance.

### 8. Indemnification/Hold Harmless.

The Library District shall assume the risk of liability for damage, loss, costs and expense arising out its activities under this Agreement. To the extent permitted by applicable law, the Library District shall hold harmless, indemnify and defend the City, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the Library District's activities under this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the City by an employee or former employee of the Library District, and the Library District, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the City only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

### 9. Insurance.

This and the above section to include agreed upon language for indemnification and insurance for both parties related to the project.

### 10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations. The parties each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including but not limited to Washington's Public Records Act, Chapter 42.56 RCW. The parties understand that records related to this Agreement may be subject to disclosure by such laws.

### 11. Default and Remedies.

- 11.1 <u>Default</u>. If either the City or the Library District fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.
- Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

### 12. <u>Termination.</u>

- 12.1 <u>Project Completion</u>. This Agreement will commence on the effective date set forth above and will terminate as of the date of the City's final acceptance of the Projects, unless earlier terminated as provided in Section 12.2 below.
- 12.2 Termination for Breach. In the event that the Library District fails to complete the Projects by the deadline, including any extension thereof, set forth in Section 4.7, and/or otherwise commits a Default as described in Section 11, the City may terminate this Agreement immediately by delivering written notice to the Library District. In the event that the City commits a Default as described in Section 11, the Library District may terminate this Agreement immediately by delivering written notice to the City.

### 13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. Neither party in any legal action shall be entitled to attorneys' fees or court costs accrued during mediation or any legal action regarding this Agreement.

### 14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

### 15. <u>Miscellaneous.</u>

- 15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, except those attached hereto as **Attachments A and B**. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.
- 15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attachment hereto and the text or main body of this Agreement, the text or main body of the attachment shall prevail.
- 15.3 <u>Governing Law and Venue</u>. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.
- 15.4 <u>Interpretation</u>. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- 15.5 <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

- 15.6 <u>No Waiver</u>. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.
- 15.7 <u>No Assignment</u>. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
- 15.8 <u>Warranty of Authority</u>. Each of the signatories hereto warrants and represents that they are competent and authorized to enter into this Agreement on behalf of the party for whom they purport to sign this Agreement.
- 15.9 <u>No Joint Venture</u>. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.
- 15.10 <u>No Separate Entity Necessary.</u> The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- 15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement shall remain the sole property of such party, and the other party shall have no interest therein.
- 15.12 <u>No Third Party Beneficiaries</u>. This Agreement and each and every provision hereof is for the sole benefit of the City and the Library District. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.
- 15.13 <u>Execution in Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later date written below.

CITY OF EDMONDS:	SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT:
Mike Nelson, Mayor	Lois Langer Thompson, Executive Director
Date	Date
Attest/Authenticated:	
Scott Passey, City Clerk	
Approved as to Form:	
Office of the City Attorney	

# Financial Update

April 2023

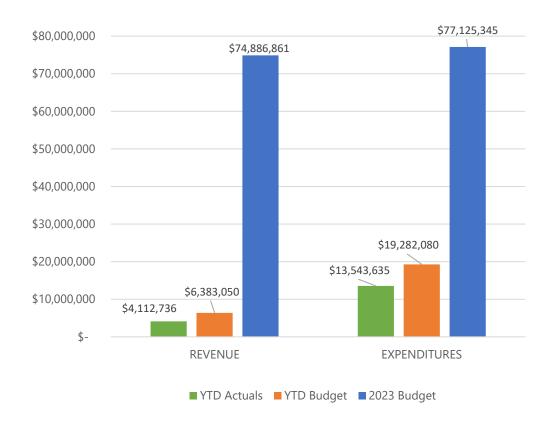
#### March 2023 Revenue Summary

- Total revenue received in March was \$3.0M compared to the monthly budget of \$3.6M. Year to date (YTD) total revenue was \$4.1M compared to the YTD budget of \$6.4M.
- General property tax receipts for March were \$2.9M compared to the monthly budget of \$2.7M.
- Timber tax and associated excise tax revenues for March were \$4.9k compared to the monthly budget of \$18k.
- Investment Interest for March was \$146k compared to the monthly budget of \$50k.
- Print/copy services, lost materials revenue, and donations for March were collectively \$33k compared to the monthly budget of \$79k.

#### March 2023 Expenditures Summary

- Total expenditure for March was \$4.5M compared to the monthly budget of \$6.4M. YTD total expenditures were \$13.5M compared to the YTD budget of \$19.3M.
- Salaries & Benefits for March were \$3.3M compared to the monthly budget of \$3.6M.
- Collection materials expenditures for March were \$418k compared to the monthly budget of \$532k.
- Capital expenditures for March were \$216k for March compared to the monthly budget of \$1.2M.
- All other expenditures (professional & contract services, maintenance & repairs, etc.) for March were \$575k compared to the monthly budget of \$1M.

# 2023 Year-to-Date Summary



### Sno-Isle Regional Library System Statement of Expenditures

### **Expenditures Summary**

From 3/1/2023 Through 3/31/2023 (In Whole Numbers)

		Period Actual	YTD Actual	YTD Budget	Annual Budget	% Annual Budget Used
	Expenditures					
10.0	Salaries & Benefits	3,312,483	10,342,722	10,880,640	43,521,848	23.76%
20.0	Materials	418,805	1,207,639	1,595,340	6,381,400	18.92%
26.0	Professional & Contract Services	229,053	602,578	1,013,280	4,052,749	14.86%
35.0	Equipment & Furnishings	17,021	72,402	595,050	2,380,000	3.04%
38.0	Maintenance & Repair	16,759	82,015	188,940	755,300	10.85%
41.0	Software License & Maint Fees	35,480	168,136	375,540	1,502,215	11.19%
42.0	Communications	46,828	171,849	169,200	676,500	25.40%
43.0	Office & Operating Supplies	43,208	157,424	152,070	608,250	25.88%
44.0	Utilities	63,972	164,395	123,840	495,100	33.20%
45.0	Rentals & Leases	42,326	134,906	126,240	504,838	26.72%
46.0	Insurance	10,182	31,500	43,020	172,000	18.31%
48.0	Employee Training / Travel	6,139	27,020	29,970	120,000	22.51%
49.0	Miscellaneous	54,460	126,194	145,170	580,145	21.75%
50.0	Strategic Initiatives / Innovation	10,325	22,805	187,500	750,000	3.04%
61.0	Capital - Land	0	0	750,000	3,000,000	0.00%
62.0	Capital - Bldgs & Improvements	0	0	2,128,230	8,513,000	0.00%
62.5	Capital - A&E	215,952	232,051	537,540	2,150,000	10.79%
64.0	Capital - Furnishings & Equipment	0	0	178,770	715,000	0.00%
64.4	Capital - Vehicles	0	0	61,740	247,000	0.00%
	Total Expenditures	4,522,993	13,543,635	19,282,080	77,125,345	17.56%

# Sno-Isle Regional Library System Statement of Revenues

### **Revenue Summary**

From 3/1/2023 Through 3/31/2023 (In Whole Numbers)

		Period Actual	YTD Actual	YTD Budget	Annual Budget	% Annual Budget Recv'd
	Revenues					
01.0	Property Taxes	2,859,061	3,406,311	3,676,650	64,157,420	5.30%
02.0	Timber Tax / Sales	4,895	130,551	161,500	550,000	23.73%
03.0	Print/Copy Services	2,046	6,082	3,000	12,000	50.68%
04.0	Services/City Contract Fees	0	0	990	3,941	0.00%
05.0	Lost Materials Paid	5,512	14,103	8,760	35,000	40.29%
06.0	Investment Interest	146,005	427,866	150,000	600,000	71.31%
07.0	<b>Donations Private Sources</b>	25,048	27,157	225,000	900,000	3.01%
08.0	Other Revenue	3,656	80,008	2,157,150	8,628,500	0.92%
09.1	Insurance Recoveries	0	20,659	0	0	0.00%
	Total Revenues	3,046,223	4,112,736	6,383,050	74,886,861	5.49%

# Executive Director

April 2023

Lois Langer Thompson Executive Director

#### Meetings with Elected Officials and Stakeholders

- Congresswoman Suzan DelBene at Mountlake Terrace Library for a library visit and opportunity to learn about AARP Tax Assistance at Sno-Isle Libraries
- Snohomish City Council with Trustee Martin Munguia
- Stanwood City Council with Trustee Rose Olson
- Snohomish County Update County Executive Dave Somers
- Housing Hope Chief Executive Officer Donna Moulton
- Snohomish County Assessor Linda Hjelle and Levy Comptroller Chris Huyboom and Deputy Director David Durante

### **Library Board of Trustees Meetings**

Executive Committee

### **Board / Committee Meetings**

• Snohomish County Broadband Action Team

#### Presentations / Panels

• Edmonds Chamber of Commerce with Trustee Susan Kostick

## **Library Visits**

Darrington, Edmonds, and Lake Stevens

## **Library Updates**

• Strategic goals

#### **APRIL 2023**

#### SNO-ISLE LIBRARIES BOARD OF TRUSTEES

#### **COMMITTEE MEETING**

#### **JANUARY**

#### Executive (January 13)

- 2023 work plan for Board and Executive Director
- 2023 conference discussion
- Trustee vacancy process (information)

#### **FEBRUARY**

#### **Strategic Planning / Finance (February 13)**

Board-to-Board event planning (with Foundation members)

#### **Executive (February 17)**

• Trustee employee recognition award review

#### **OPEN MEETING**

#### **Special Meeting (January 5)**

• Joint levy certification

#### **Regular Meeting (January 23)**

- 2023 work plan
- Board retreat overview
- Committee appointments
- Emerging Library Use Diane Lai and Nick Fuchs

#### **Special Meeting (February 4)**

- Board retreat
  - Board survey
  - Collection Development Policy
  - Internet Use Policy

#### **Regular Meeting (February 27)**

- Auditor's report
- Edmonds Library Annexation Amendment
- Internet Use Policy
- Vision assessment David Durante

#### **MARCH**

#### **Strategic Planning / Finance (March 2)**

Collection Development Policy

#### **Board Development / Administration (March 14)**

- Policy Management Policy
- Public Records Policy
- Trustee vacancy process

#### Regular Meeting (March 27)

• Collection Development Policy

SNO-ISLE LIBRARIES

**APRIL 2023** 

### **SNO-ISLE LIBRARIES BOARD OF TRUSTEES**

APRIL	Executive (April 14)	Regular Meeting (April 24)
	<ul> <li>Executive Director quarterly check-in</li> </ul>	Trustee Nominating Committee appointments
	<ul> <li>Board retreat follow-up</li> </ul>	<ul> <li>Trustee vacancy process (information)</li> </ul>
		Policy Management Policy
		Public Records Policy
		Staff development – Tricia Lee
MAY	Strategic Planning / Finance (May 2)	Regular Meeting (May 30)
	<ul> <li>Business Expense Reimbursement Policy</li> </ul>	Business Expense Reimbursement Policy
	<ul> <li>Unreserved &amp; Reserved Funds Policy</li> </ul>	<ul> <li>Unreserved &amp; Reserved Funds Policy</li> </ul>
	<ul> <li>Board &amp; Friends Forum planning (tentative for September)</li> </ul>	Communications and Marketing Strategy – David Durante
		Work Session (May 30)
		Debt Policy (new)
		Meeting Room Policy
JUNE	Trustee Nominating	Special Meeting (June 5)
	Candidate review	Board-to-Board event
		Regular Meeting (June 26)
		Debt Policy (new)
		Meeting Room Policy
		<ul> <li>Staff benefits – Barb Adams</li> </ul>
		<ul> <li>Capital Framework and Capital Funding Strategy – David Durante and</li> </ul>
		Rebecca Loney

**APRIL 2023** 

#### **SNO-ISLE LIBRARIES BOARD OF TRUSTEES**

JULY	Executive (July 11)	Regular Meeting (July 24)		
	<ul> <li>Executive Director quarterly check-in</li> </ul>	<ul> <li>Review and approve Trustee candidate recommendation</li> </ul>		
	• •	Reserve fund allocation		
	Trustee Nominating	<ul> <li>EDI – David Durante and Tricia Lee</li> </ul>		
	<ul> <li>Interviews</li> </ul>			
		Work Session (July 24)		
		Art Policy (new)		
		<ul> <li>Naming Policy (new)</li> </ul>		
SEPTEMBER		Special Meeting		
		Board & Friends Forum		
		Regular Meeting (September 18)		
		<ul> <li>2024 budget introduction</li> </ul>		
		<ul> <li>2024 Officer Nominating Committee appointments</li> </ul>		
		Art Policy (new)		
		Naming Policy (new)		
		<ul> <li>Budget kickoff – David Durante</li> </ul>		
OCTOBER	Executive (October 10)	Work Session (October 3)		
	Executive Director quarterly check-in	<ul> <li>2024 budget proposal overview</li> </ul>		
		Regular Meeting (October 23)		
	Nominating	<ul> <li>2024 meeting schedule (first review)</li> </ul>		
	<ul> <li>2024 officer nomination</li> </ul>	<ul> <li>2024 budget proposal overview</li> </ul>		
		<ul> <li>Officer slate announced</li> </ul>		
		<ul> <li>Public hearing on levy</li> </ul>		

Approval of 2024 levy

**SNO-ISLE** LIBRARIES

**APRIL 2023** 

#### **SNO-ISLE LIBRARIES BOARD OF TRUSTEES**

#### **NOVEMBER**

#### **Strategic Planning / Finance**

• 2024 budget review (if needed)

#### **Regular Meeting (November 27)**

- Public meeting on 2024 budget
- Approval of 2024 budget
- Election of officers
- 2024 meeting schedule adoption
- Executive Session Executive Director annual review

# SNO-ISLE LIBRARIES

# Board of Trustees 2023 Regular & Special Meetings

### **Board meeting schedule**

Date	Time	Туре	Location
January 5	uary 5 12:00 P.M. Special Ser		Service Center
January 23	5:30 P.M.	Regular	Mountlake Terrace
February 27	5:30 P.M.	Regular	Granite Falls
March 27	5:30 P.M.	Regular	Freeland
April 24	5:30 P.M.	Regular	Service Center
May 30	5:30 P.M.	Regular	Service Center
June 26	5:30 P.M.	Regular	Service Center
July 24	5:30 P.M.	Regular	Service Center
September 18*	5:30 P.M.	Regular	Service Center
October 23	5:30 P.M.	Regular	Service Center
November 27	5:30 P.M.	Regular	Service Center

<sup>\*</sup>Moved from fourth Monday due to holiday.

# **Special meetings**

Date	What	Туре	Location	
February 4	Board Retreat	Special Carnegie Building		
May 30	Work Session	Special Service Center		
June 5	Board to Board event	Special	Tulalip Resort	
July 24	Work Session	Special	Special Service Center	
Fall	Board/Friends event	Special	TBD	
October 3 Work Session Special Servi		Service Center		

Board meeting schedule adopted November 21, 2022 and updated April 24, 2023.

# TRUSTEE VACANCY PROCESS

2023 Timeline for Trustee Selection and Approval All dates are subject to change.
April 14, 2023

Complete by	Action	Who	Status
January 13	Executive Committee updated on process	Executive Director	Completed
March 14	Board Development / Administration Committee reviews process.	Board Development/ Administration Committee	Completed
April 24	President appoints Nominating Committee.	Board President	Completed
May	Confirm Snohomish County Executive representative	Staff	
	Schedule Nominating Committee meeting to review applications, determine candidates, and select questions (Trustees only) before June 21.		
May	Schedule calendar holds for Trustee Nominating Committee (up to eight interviews) July 10-21.	Staff	
May 9	Complete announcement of open application and email updates.	Staff	
	Email sent on recruitment process to begin May 15 encouraging recipients to share the opportunity with potential candidates.		
May 10	<ul> <li>Internal – All staff</li> <li>External – Board of Trustees</li> </ul>	Executive Director	
May 10	<ul> <li>Email note about upcoming vacancy and high-level timeline.</li> <li>External - Snohomish County Executive and Council and Island County Commissioners</li> </ul>	Executive Director	
	Applications open from May 15 – June 12  Announcement of open position posted/advertised for four weeks on Library website, social media, press release, and email to all customers.		
May 15 – June 12	External – Community	Staff	

# TRUSTEE VACANCY PROCESS

2023 Timeline for Trustee Selection and Approval All dates are subject to change.
April 14, 2023

	Connect with area Library Managers and District Managers regarding viable candidates in service area.	
May 15	Internal – Library Managers	Staff
June 16	Candidate applications sent to the Nominating Committee for review.	Staff
June 16	Email sent to Snohomish County contact regarding request for Board action in August.	Staff
June 21	The Executive Director and Trustee Nominating Committee meet to review applications, select candidates to interview, and confirm interview questions. Candidates not selected reviewed for potential Foundation recommendation.	Trustee Nominating Committee
July 22 – July 2	Interviews of selected candidates scheduled.	Staff
June 22 – July 2	Applicants not selected for interview reviewed and called for potential Foundation recommendation.	Trustee Nominating Committee
July 2	Candidates not selected for interview receive letter from President and ED.	Staff
July 10 – July 21	Candidate interviews held, and a recommended candidate selected.	Trustee Nominating Committee
July 24	Board approves forwarding candidate recommendation to Snohomish County Council and Island County Board of Commissioners	Board of Trustees
July 25	Candidate recommendation sent to Snohomish County Council.	Staff
August	Snohomish County Council agrees with recommendation or selects an alternate trustee and notifies Sno-Isle Libraries.	Snohomish County Council
September	Island County Board of Commissioners notified of recommended candidate.	Staff

# TRUSTEE VACANCY PROCESS

2023 Timeline for Trustee Selection and Approval All dates are subject to change.
April 14, 2023

September	Island County Board of Commissioners endorses trustee selection and notifies Sno-Isle Libraries.	Island County Board of Commissioners	
September	Approved candidate, Board of Trustees, and other candidates notified of selection.	Staff	
October	Article and email - announcement of new Trustee.  • External – Community  • Internal – All staff	Staff	
December	In-depth interview with new Trustee posted on website and news release.  • External – Community • Internal – All staff	Staff	
January 2024	New Trustee joins the Sno-Isle Libraries Board of Trustees.		