



*WCLS Vision: An engaged community where curiosity is cultivated, literacy flourishes and democratic ideals thrive.*

**AGENDA**

1. 9:00 **Call to Order.** Quorum determined.
2. 9:05 **Open Public Comment Opportunity**  
*This period is set aside for persons wishing to address the Board on items that are not on the agenda. The public may also address the Board on agenda items as they are taken up.*
3. 9:10 **Staff & Committee Reports**
  - a. Executive Director
  - b. Deputy Director
  - c. Youth Services Manager
  - d. Services Committee & Performance Measures
  - e. Community Relations Manager & Committee
  - f. Personnel Committee
  - g. Whatcom County Library Foundation
4. 9:20 **Consent Agenda**
  - a. Meeting Minutes
  - b. Expenditures
5. 9:25 **Financial Report and Resolutions**
  - a. Finance Committee Report
6. 9:30 **Policy Updates**
  - a. Elimination of Fines Memo from Jack G. Johnson
  - b. 20.13 Write-Off of Uncollectable Debts Policy
  - c. Resolution to Eliminate Overdue Fines and Waive Old Fines
  - d. 4.01 Borrower's Policy
  - e. 4.01.04 Schedule of Fines and Fees
  - f. 12.34 Drug & Alcohol Testing Policy for Employees Who Operate Commercial Vehicles
7. 10:00 **Agreement for the Exchange of Services for the Ferndale Library**
8. 10:20 **BREAK**
9. 10:30 **Blaine Library Design Committee Update**
10. 10:45 **Blaine – Birch Bay Capital Projects Update**
11. 11:00 **Board Education: Library Capital Facilities Areas and Bonds – Dan Gottlieb and David Trageser**
12. 12:00 **Announcements and Adjourn**

*Persons with special needs or disabilities who need special accommodations to attend the meeting are asked to contact the Whatcom County Library System at (360) 305-3600 at least 24 hours in advance of the meeting.*

**READING**

A reminder that author Leif Whittaker will be here next month with five presentations at WCLS branches as part of our 75<sup>th</sup> Anniversary "Read & Share" program. Neil McKay put together a series of videos with Leif, which are available on the [WCLSLibraries YouTube Channel](#).

**ENGAGEMENT**

As you enter this month's Board meeting, you'll get a sneak peek at one new way we're hoping to engage people with applying for a library card. Intrigued?!

**ACCESS**



On September 6, I attended the Birch Bay Drive and Pedestrian Facility Sand Pouring Ceremony. The berm project will provide safe access to Birch Bay and a buffer from storm surges.

The Chamber of Commerce hosted a luncheon for VIPs at the site of the future Birch Bay Library as a thank you for making sure the new berm will have stairs to the beach directly in front of the library. The library property includes 165 feet of shoreline, providing convenient public access to the tidelands, lapping waves, and beautiful sunsets.



Food for the event was donated by local businesses.



**DILIGENT STEWARDSHIP**

Our partners at the Whatcom County Library Foundation held their annual retreat on September 14 and participated in a variety of activities aimed at developing their organization's vision for 2020. WCLF discussed major fundraisers like Branch Out and Library Giving Day and ways to develop the WCLF endowment.

**Christine Perkins**, Executive Director

**ACCESS**

The new Bookmobile has been in operation since the middle of June, and it has clearly been a source of excitement for the communities it serves. While circulation is up across the system, usage of materials on the Bookmobile has been staggering, increasing by 43% during its first full month of operation. Even the final weeks of the previous vehicle had more people checking out materials and bidding a fond farewell. While the big splash of increased use is likely due to the excitement of the new vehicle, we will be monitoring this over the long term to review how changes to the schedule may be better serving those communities, as well. In addition to increased circulation, the vehicle has been spending less time in the garage. Two hours were added to the weekly Glenhaven stop, and with Saturdays now available to participate in community events and parades, the Bookmobile has been spending more time on the road.

Bookmobile Circ.	2018	2019	% Increase
April	4,732	5,190	9.7%
May	5,120	5,790	13.1%
June	5,087	6,173	21.3%
July	4,674	6,697	43.3%
August	4,954	6,397	29.1%



Staff at the Deming Library recently had the opportunity to assist one of our elderly patrons in finding a ride to a medical procedure in Bellingham. This experience provided insight into the challenge of living rurally without family, friends or an advocate. The library becomes an important resource, a place to turn to for help. The patron rode her lawn mower to the library because her car was not working. She is hard of hearing and cannot answer her home phone, and she relies on internet access at the library. As she left the library she commented, "If I don't make it, I want you to know that the library is such an important place to me and for old people with no money."

**DILIGENT STEWARDSHIP**

Our Facilities staff have led a number of notable improvements to our library spaces in recent weeks. The exterior of the North Fork Library has been painted, bringing great comments by residents. Also at North Fork, there have been upgrades to shelving, the presentation of catalog computers, and placement of the checkout stations. Coming next is a redesign of the front desk working area. Initially pieced together with reused furniture from multiple WCLS libraries, the North Fork Library looks and feels more coherent and intentional now. At the Deming Library, space for the Youth Area has been increased, and shelving for parts of the DVD collection has been upgraded and expanded. Both of these changes are in response to increased usage of these collections. At the Everson Library, the exterior sign has been updated, and there is a plan to upgrade the interior wayfinding signage package to the WCLS standard in September. At the Lynden Library, many improvements to the Youth Area have completely changed the look and feel of the space. It is hard to keep up with the many changes in our libraries.

**Michael Cox**  
Deputy Director



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**ENGAGEMENT & ACCESS**

There has been a great deal of work in Youth Services of late focused on better serving the underserved.

I'm working with Michael and Christina on a system-wide project to ensure WCLS is meeting the library needs of all members of our community. That project is just taking shape but will likely include diversification of our workforce, in hiring and retention; improving the staff's cultural sensitivity and bias awareness; facilitating library use by everyone in the community; and targeting particular programs and collections to segments of the community.

We have undertaken a Diversity Audit of the YS Storytelling Collection, which resides in our Administrative Services offices and serves the YS staff sharing stories with early learners in all ten libraries and the bookmobile. We are following diversity audit guidelines defined by Annabelle Mortensen in a piece in the May 2019 issue of *Library Journal*. When auditing a collection like that for diversity, Mortensen suggests establishing categories of identity and putting each book into one of those categories. We will be working with the following categories: African American, Animal, Asian Pacific, Diverse, Latino, LGBTQIA+, Native American, White, Other. Our YS Storytelling collection includes 944 items. I look forward to sharing the results of the audit with you.

We have contracted with a member of the Lummi Nation to consult on a project to add three new Preschool Theme Kits to our circulating collection based on the Since Time Immemorial Curriculum for preschoolers. The new kits will cover Who We Are, House of Salmon, and Respecting Our House. The Whatcom Early Learning Alliance has been interested in fostering use of the part of that curriculum particularly designed for preschoolers and has found that there are no practitioners in Whatcom County using it in any systematic way. Our hope is that themed kits, including books, stories, recordings, and ephemera, and built-in cooperation with local native populations, will encourage preschool instructors, child-care staff, and families to share the curriculum with the young children in their care.

We are in conversation with Barry MacHale, who serves WCLS patrons in jail, about a possible initiative to serve children whose parents are incarcerated. Working with literature for young people, we would prepare these patrons to support their children's reading, providing guided reading to complete and/or making it possible to record reading aloud to be delivered to their children.

**Thom Barthelmess**

Youth Services Manager

Collection Size				
	Physical	Electronic	Total	
	325,921	106,916	432,837	

Circulation	Aug 2018	Aug 2019	Year to Date		% of Change
			2018	2019	
<b>Physical Circulation</b>					
Blaine	19,047	19,413	138,531	147,070	6.2%
Bookmobile & Outreach	4,954	7,356	46,481	52,221	12.3%
Deming	11,656	12,406	90,625	99,722	10.0%
Everson	11,798	13,618	90,623	97,587	7.7%
Ferndale	39,497	41,325	295,824	315,009	6.5%
Island	2,578	2,599	23,117	21,457	-7.2%
Lynden	48,375	52,380	376,514	397,687	5.6%
North Fork	6,724	7,111	51,419	52,948	3.0%
NWIC	37	48	338	521	54.1%
Point Roberts	4,581	4,859	22,110	25,386	14.8%
Sumas	2,642	2,731	20,115	22,528	12.0%
South Whatcom	7,017	7,698	47,481	53,407	12.5%
NDX	2,869	3,795	20,329	29,675	46.0%
<b>Total</b>	<b>161,775</b>	<b>175,339</b>	<b>1,223,507</b>	<b>1,315,218</b>	<b>7.50%</b>

<b>Electronic Circulation</b>					
Anytime Library/Overdrive	17,964	20,886	128,540	150,806	17.3%
Freegal	15,735	12,616	108,941	99,265	-8.9%
Kanopy	0	403	0	1,586	
RBdigital	2,330	5,225	18,144	38,308	111.1%
<b>Total</b>	<b>36,029</b>	<b>39,130</b>	<b>255,625</b>	<b>289,965</b>	<b>13.43%</b>
<b>Total Circulation</b>	<b>197,804</b>	<b>214,469</b>	<b>1,479,132</b>	<b>1,605,183</b>	<b>8.52%</b>

Visitors (Door Counts)	Aug 2018	Aug 2019	Year to Date		% of Change
			2018	2019	
Blaine	10,537	9,472	78,319	70,736	-9.7%
Deming	4,130	3,701	32,697	31,669	-3.1%
Everson	5,204	5,078	40,664	40,594	-0.2%
Ferndale	15,927	15,266	132,902	137,611	3.5%
Island	2,215	2,205	15,885	12,056	-24.1%
Lynden	12,845	16,419	131,844	127,369	-3.4%
North Fork	3,032	2,742	21,664	21,398	-1.2%
Point Roberts	3,842	2,879	19,838	14,697	-25.9%
Sumas	1,833	1,816	14,283	14,799	3.6%
South Whatcom	2,785	3,027	18,631	19,408	4.2%
<b>Total</b>	<b>62,350</b>	<b>62,605</b>	<b>506,727</b>	<b>490,337</b>	<b>-3.23%</b>

<b>New Borrowers Registered *</b>	<b>600</b>	<b>369</b>	<b>7,465</b>	<b>3,328</b>	<b>-55.42%</b>
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- \* New Ferndale School District ConnectEd accounts (2917) added in March 2018
- \* New Ferndale School District ConnectEd accounts (356) added in April 2018
- \* New Lummi School ConnectEd accounts (323) added in June 2018

Patron Service	Aug 2018	Aug 2019	Year to Date		% of Change
			2018	2019	
<b>Interlibrary Loan</b>					
Borrowed from BPL	10,305	11,695	83,108	83,936	1.0%
Lent to BPL	25,337	29,305	207,402	218,673	5.4%
Borrowed from other libraries	572	643	4,511	4,861	7.8%
Lent to other libraries	773	779	5,548	5,222	-5.9%

<b>Virtual Reference</b>						
Ask-WA	Answered (Staff)	29	18	272	194	-28.7%
Ask-WA	Asked (Patron)	63	40	480	419	-12.7%

Electronic Resources	Aug 2018	Aug 2019	Year to Date		% of Change
			2018	2019	
WCLS.org Visits	38,308	39,756	296,473	318,590	7.5%
Internet Sessions	7,689	6,843	56,734	50,955	-10.2%
Wifi Clients / Sessions	5,919	7,193	46,163	53,986	16.9%

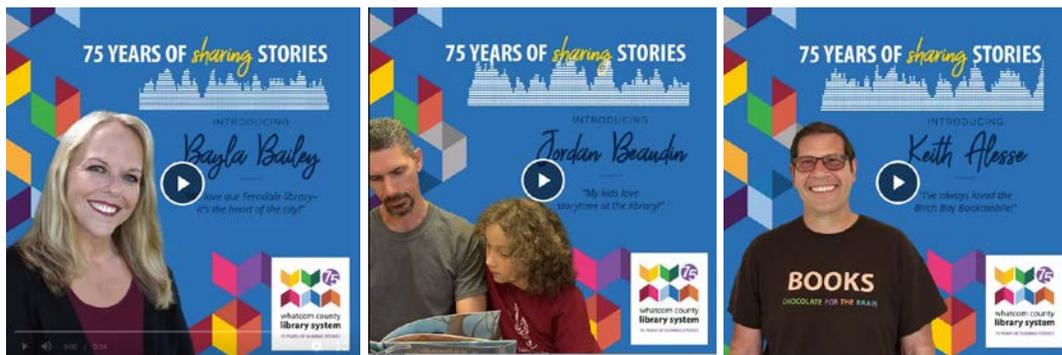
Volunteers	Aug 2018	Aug 2019	Year to Date		% of Change
			2018	2019	
Volunteer Hours	1,176.25	988.00	9,605.75	9,364.75	-3%

Programs	August 2018		August 2019		Year to Date			
	Programs	Attendance	Programs	Attendance	2018		2019	
					Programs	Attendance	Programs	Attendance
Adults	68	846	61	444	735	8,644	619	7,656
Teens	33	236	32	174	349	4,726	461	7,451
Children	49	698	41	698	812	25,694	808	28,151
<b>Total</b>	<b>150</b>	<b>1,780</b>	<b>134</b>	<b>1,316</b>	<b>1,896</b>	<b>39,064</b>	<b>1,888</b>	<b>43,258</b>

**DEPARTMENT UPDATES**

This year, we challenged our marketing agency, Red Rokk, to help us gain 7,500 new cardholders. Initiatives currently underway to drive card sign-ups and to engage cardholders include:

**Radio ads and audiograms:** Sixty-second ads ran on Praise in May and KGMI in June. Unfortunately, as we consider the results, we do not believe that the data is clear or compelling enough to deem these campaigns a success. We are re-purposing the radio ads by leveraging the existing content to create audiograms, which overlay the audio onto an engaging visual element to be shared on social media.



**Direct mail:** A segmented direct mail piece – active cardholders and non-cardholders – will be sent in October. Each of these segments will receive a unique mailer with tailored messaging and call to action.

**Simplified paper and library card sign-up form:** We are testing a new library card sign-up form that simplifies the application process. Tracking of the paper form is via QR codes, which allow us to identify when a user has used the card to either sign-up online or find a nearby branch. We’re also developing an online version. As a point of reference, as of the beginning of August, 4,492 users had visited the library’s website and accessed the new card sign-up page. However, only 620 of these users completed the signup online. To address these “abandoned” applications, the new online form breaks the sign-up process into four easy steps in a graphically pleasing presentation. Users’ information will be saved at the completion of each step. If they do not finish the entire process, we will have the ability to reach them via email to encourage their return and completion.

**WCLS MusicBox (Concept under review. Prototype available at Board meeting.):** To encourage library card signups and social media activity, Red Rokk created a unique new experience to create awareness of library services. The @WCLSMusicBox will engage potential cardholders in unexpected locations. Review is ongoing.

**Onboarding campaign:** This year we re-designed the Library’s email onboarding campaign. Red Rukk tested the messaging, design, and sequence. Results are promising, including:

1. Increased email open rates by 20.4% to 36.6%, which is 56% higher than the industry average. (Industry average is 23%)
2. Increased the send to click rate from 1.1% to 4.8%, which is 85% higher than the industry average. (Industry average is 2.6%)
3. Increased open to click rate from 3.5% to 13%.

Other department activities include Library Card Sign-up Month and 75<sup>th</sup> Anniversary marketing support.

- To drive enrollment during Library Card Sign-up Month, WCLS Community Relations is gathering and sharing library stories on Facebook. #LibraryStories #Getacard

**Whatcom County Library System**  
Published by Neil McKay (7) · 23 hrs · 🌐

#LibraryStories  
The Joshuas use their library cards at the Ferndale Library. Get your library card today online or at any WCLS branch. It's easy and free.  
#GetaCard  
<https://www.wcls.org/get-a-library-card/>

**Performance for Your Post**

<b>1,510</b> People Reached		
<b>218</b> Reactions, Comments & Shares		
125 Like	45 On Post	80 On Shares
79 Love	17 On Post	62 On Shares
10 Comments	3 On Post	7 On Shares
5 Shares	5 On Post	0 On Shares
<b>139</b> Post Clicks		
15 Photo Views	3 Link Clicks	121 Other Clicks

**NEGATIVE FEEDBACK**

1 Hide Post	1 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

**Get More Likes, Comments and Shares**  
When you boost this post, you'll show it to more people.

1,510 People Reached    357 Engagements    [Boost Post](#)

👍 81    3 Comments    5 Shares

Like    Comment    Share    🌐

Write a comment...

Most Relevant

- Lori Apana Love it and love them.  
Like · Reply · Message · 2h
- Ruth Snitselaar Great people!  
Like · Reply · Message · 22h
- Jamie Gerity Aww!  
Like · Reply · Message · 17h

- Community Relations team is supporting 75<sup>th</sup> Anniversary events, including enhancing content on the [anniversary webpage](#) to encourage engagement. The team is also designing collateral for the Library Champions event. Trustees may join patrons and WCLS staff in writing thank you notes to our Champions. (Cards available on table.)

## Major Press This Month (*articles on press table*)

### Press releases

- [WCLS cardholders now have online access to Value Line investment research database](#)
- Monthly library events release

### Book reviews

- *The Lager Queen of Minnesota* and *The Dutch House*. *Bellingham Alive*. September 2019.

### Other

- [Librarians launch national campaign to oppose Macmillan's library e-book embargo](#), *Publisher's Weekly*. Sept. 11, 2019. Includes link to online petition, which WCLS shared via social media.
- [WCLS offers online access to investment database](#), KGMI (and other Cascade Radio group stations). Sept. 9, 2019
- Kids realize the world of books is as great as their imaginations, *Bellingham Herald*, Bellingham Families. Fall 2019
- [Modern Slavery: Understanding Human Trafficking in the 21<sup>st</sup> Century](#), Sept. 21, 2019, event at Island Library, *Humanities Washington* newsletter. September 2019
- [Entertainment News Northwest](#) (WCLS and Whatcom READS events). September 2019
- [The Commons is proposed for Gulf Road community center](#) (Friends of Point Roberts Library), *All Point Bulletin*. Aug. 30, 2019
- [Bibliotheca calls out Amazon for meddling in the library e-book market](#), *Publishers Weekly*. Aug. 27, 2019. WCLS' Carmi Parker is quoted.
- ['Hate has no home here,' Whatcom speakers say in reaction to white supremacist flyers](#), *Bellingham Herald*. Aug. 28, 2019. Event held at Ferndale Library.
- [Here's how Whatcom County is fighting back against white supremacist hate](#), *Bellingham Herald*. Aug. 22, 2019. Event held at Ferndale Library.
- [Helen Christiansen obituary \(long-time WCLS employee\)](#), *Lynden Tribune*. Aug. 21, 2019
- [Teens can submit artwork for publication](#), *Northern Light*. Aug. 21, 2019
- [Readers Rights: Advocating for e-book access](#), *Cascadia Weekly*. Aug. 21, 2019
- [Winning poems will be posted in libraries](#), *Lynden Tribune*. Aug. 20, 2019

**Mary Vermillion**, Community Relations Manager



<b>Board Meeting Agenda Item Cover Sheet</b>
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Meeting Date:	9/17/2019
Committee or Department:	Administration Department
Subject:	Consent Agenda – Board Meeting Minutes, Monthly Expenditures
Prepared By:	Jackie Saul
Impact upon Budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Supporting Documents:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Recommendation or Request:** Approval of consent agenda items

**Suggested Motion for Consideration:** Move approval of consent agenda items as presented

**Summary:**

Meeting Minutes:

- August 20, 2019 Regular Board Meeting

Expenditures:

General Fund:

- August 1 - 15, 2019 Payroll: Nos. 1020109027 - 1020109039, (Voucher Nos. 540957 - 541107) Totaling \$196,631.44 and August 16-31, 2019 Payroll: Nos. 1020291457 - 1020291467, (Voucher Nos. 541112 - 541262) Totaling \$200,897.80
- ACH transactions for employee benefits and monthly sales/use tax filings totaling \$167,511.78; \$52,333.55 of this is for employee funded contributions to health insurance premiums, health savings accounts, PERS, and deferred compensation plans (made via payroll deduction).
- Claims 2019-22G: Warrant Nos. 1089415-1089425 Totaling \$10,145.79
- Claims 2019-23G: Warrant Nos. 1090081-1090125 Totaling \$29,671.52
- Claims 2019-24G: Warrant Nos. 1090976-1091001 Totaling \$130,079.72

Capital Fund:

- Claims 2019-14C: Warrant Nos. 1091002-1091003 Totaling \$3,294.78

**Alternatives:** N/A

**Fiscal Impact:** Expenditures for approval paid from available 2019 budgeted funds.

**Comments:** The Finance Committee has reviewed the General and Capital Fund claims listed above. They have reviewed two General Journal entries that posted in August.



## UNAPPROVED MINUTES

### Library Board of Trustees Regular Meeting

August 20, 2019

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#### Location

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Administrative Services 5205 Northwest Drive, Bellingham, WA 98225. (Note: "Library" refers to the Whatcom County Library System—WCLS.)

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#### In Attendance

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**Trustees:** Marvin Waschke, Chair; June Hahn, Vice Chair; Lori Jump, Board Secretary; Brad Cornwell and Erika Nuerenberg. Absent: none

**Staff:** Christine Perkins, Executive Director; Michael Cox, Deputy Director; Jackie Saul, Director of Finance and Administration; Thom Barthelmess, Youth Services Manager; Geoff Fitzpatrick, IT Services Manager; Christina Read, Human Resources Manager; Mary Vermillion, Community Relations Manager; Lisa Gresham, Collections Development Manager; Jennifer Rick, WCLF Development Director; Ruth Nail, Administrative Assistant. Eileen Shaw, Sumas Library Manager and Deborah Morgan, Sumas Page were present only for the service anniversary recognition.

**Guests:** None

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#### Call to Order

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Marvin determined quorum and called the meeting to order at 9:02 a.m.

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#### Open Public Comment

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No public comment.

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#### Service Anniversary Recognition

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Sumas Library Manager Eileen Shaw and Executive Director Christine Perkins presented Deborah Morgan, Sumas Page, with a gift in recognition for Deborah's twenty years of service to WCLS. Eileen expressed her gratitude to Deborah for Deborah's guidance in helping Eileen find her current position as Library Manager and noted that Deborah is always ready to serve with a smile. Eileen commended Deborah on her maintenance of the Nooksack Valley Nostalgia Blog and all of the community interest and interaction it creates. Deborah has been working with Deming PSA Erin Suda to document 75 years of WCLS history and further develop the WCLS Rural Heritage Collection, thanks to a grant from the Washington State Library. Since so many of the WCLS history photos she has scanned onto the WCLS website are photos of celebrations, we were sure to commemorate the celebration of Deborah's tenure with a few photos of her. Congratulations, Deborah! You are shining example of the vision and mission of WCLS.

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## Staff & Committee Reports: Executive Director

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In addition to her written report, Christine recounted a recent call from a patron living on a very fixed income who was very distressed about some library fines that had been unintentionally incurred. This patron was fearful that the inability to pay library fines would mean discontinued use of the library. Christine reassured the patron that the fines would be waived and allayed further concerns on that matter. The call was further evidence that the Board's intention to cease charging fines for overdue materials, effective January 1, 2020, is the right course of action. The Board concurred with this assessment.

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## Staff & Committee Reports: Deputy Director

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As he reviewed his written report, Michael encouraged the meeting attendees to participate in the current homeless outreach education program along with WCLS staff. He handed out a schedule of Homeless and Libraries Discussion meetings that will be held at the Ferndale, Lynden, Deming, Blaine and Everson Libraries, as well as Administrative Services, in the August 29 – September 20 timeframe.

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## Staff & Committee Reports: Youth Services Manager

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Thom shared his written report and highlighted the Shakespeare Theatre Camps at Ferndale and Lynden Libraries, in addition to the collaborative Young Writers Camp. He had expected some overlap in attendees at the two camps, and was very encouraged to see so many different attendees at each. The partnering of Youth Services staff in different libraries provides opportunities to be out amongst youth and get them active in these types of programs. There is a new ConnectED MOU with the Meridian School District. Lynden Library's Teen Librarian Nick Flerchinger, and Children's Librarian Melody Leung will be working with students from Meridian schools as well as Lynden schools.

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## Staff & Committee Reports: Services Committee and Performance Measures

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As demonstrated by this month's performance measures, Michael noted that there is a lot of energy in the air and the circulation numbers reflect it, including increased eBook circulation. The Bookmobile seems to be breaking records in the community and may be contributing to the attendance increases at many branches. The diversity of community programs is another possible factor positively affecting attendance. Volunteer hours were also up last month.

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## Staff & Committee Reports: Community Relations Manager

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Mary discussed her written report and noted the amazing amount of traction from the "How to Check Out a Library Book" and Hovander Storytime video posts on social media. The cover of the Fall edition of *Explorations* features Read & Share author Leif Whittaker. Tomorrow's *Cascadia Weekly* will feature an editorial co-authored by our ED, Christine Perkins, and Rebecca Judd, Bellingham Public Library Director, in which they support state and national protests of publishers' new eBook terms.

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## Staff & Committee Reports: Personnel Committee

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Brad noted that, after her many years of superb service on the Board, we will need to begin recruitment for a replacement for June Hahn, Board Trustee, whose term expires January 31, 2020. The county business community may be a good source for a potential replacement, especially someone with a strong financial background. Candidates need to be presented to Board starting no later than October, so the Board can approve the recommendation by November for a December or early January approval by the County Council. Christine will ensure the invitation to apply is posted on the WCLS website ASAP.

On another note, union negotiations will take place on the four Mondays in October. Marv and Brad, with Lori as a backup, will participate as Board representatives for these negotiations.

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## Staff & Committee Reports: Whatcom County Library Foundation

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Marv advised the group that the Foundation is currently in a holding pattern regarding decisions to be made regarding funding for library projects. We have a group that is ready to go, once the Board offers direction. Jenn said the September Foundation Board Retreat will be focusing on intentional goals and methods to fulfill the directions established by the Board.

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## Consent Agenda

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The Consent Agenda included minutes of the July 16, 2019 Board of Trustees Regular Meeting as well as the following expenditures:

### General Fund:

- July 1 - 15, 2019 Payroll: Nos. 1019746348 - 1019746358, (Voucher Nos. 540647 - 540794) Totaling \$196,243.66 and July 16-31, 2019 Payroll: Nos. 1019948786 - 1019948799, (Voucher Nos. 540800 - 540952) Totaling \$180,099.80
- ACH transactions for employee benefits and monthly sales/use tax filings totaling \$200,971.32; \$36,809.08 of this is for employee funded contributions to health insurance premiums, health savings accounts, PERS, and deferred compensation plans (made via payroll deduction).
- Claims 2019-18G: Warrant Nos. 1087198-1087199 Totaling \$23,744.74
- Claims 2019-18G: Warrant Nos. 1087548-1087565 Totaling \$36,026.84
- Claims 2019-20G: Warrant Nos. 1088362-1088409 Totaling \$127,026.84
- Claims 2019-21G: Warrant Nos. 1088938-1088954 Totaling \$22,139.36

### Capital Fund:

- Claims 2019-13C: Warrant No. 1087566 Totaling \$52.25

***June moved to approve the Consent Agenda as presented. The motion was seconded and approved unanimously.***

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## Financial Report and Resolutions: Finance Committee Report

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Jackie reviewed the Finance Committee reports, highlighting that everything is holding steady. The former Bookmobile sold at the Bellingham Public Auction on August 3, and the winner plans to turn it into a motorhome. With the increased efficiencies provided by our new Polaris ILS, the Distribution Manager has been able to expand her duties to include minor fleet maintenance tasks, reducing the need for an outside vendor. Another improved efficiency is the discontinuation of the requirement for personnel with a CDL to operate the Bookmobile, since our new vehicle has a lighter GVWR that does not require a Commercial Driver's License. Jackie also gave a quick review of the Budget Planning calendar, noting that we will not require a Budget Retreat this year and should be able to facilitate all budget reviews and approvals at our regular meetings.

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## Policy Updates

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### **Update: Policy 1.03 Diversity Statement**

Thom iterated that the updated statement includes an expanded, more comprehensive list of protected classes, in most-contemporary language, reviewed by WCLS's Human Resources attorney. The statement also articulates WCLS's commitment to diversity with specific activities and priorities applying to our collections, services, and staffing. He provided specific examples of said groups, the challenges faced and ways that WCLS can better serve them.

**Brad moved to approve the updated Policy 1.03 Diversity Statement as recommended in the cover sheet; seconded. Passed unanimously.**

Rescind: Policy 12.34 Drug & Alcohol Testing Policy for Employees Who Operate Commercial Vehicles, and supporting procedures.

Christina explained that since the new Bookmobile does not meet the GVWR requirement for a Commercial Driver's License, WCLS no longer has any employees that are required to have a CDL in order to perform the duties of their job, and therefore this policy and its supporting procedures may now be rescinded. Currently, there are no employees actively covered by this policy, so there is no immediate need to rescind the policy.

*Lori expressed a strong interest in continuing to perform random drug testing on our Bookmobile drivers. Brad supported this position. Christina said that there may not be a legal basis for the library system to conduct the tests now that federal regulations related to CDLs no longer apply. **The Board decided to table this matter and leave the Policy as it stands, pending further discussion at the September Board meeting. No vote was taken at this time.***

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Break

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Marvin adjourned for a break from 10:15-10:25 a.m.

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Blaine – Birch Bay Capitol Projects Update

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Christine explained that, with the looming deadline to qualify for state funding, we are trying to gather as much information as possible, as quickly as possible, to make a decision about the best strategy to complete the library building projects in Birch Bay and Blaine. EveryLibrary recommends working with a polling company to assess voter support. Christine presented information resulting from her recent interviews with three polling groups that would conduct randomized, multi-modal focused surveys on our behalf. The projects are currently in a holding pattern pending further direction from the Board.

Jenn presented sample gift charts for the Blaine and Birch Bay Library Projects, using Reference USA data for the zip code of 98230. Christine provided some supporting reference material regarding levies and the assessed property values per the 2019 Whatcom County Tax Book for the mapped area. Concerns were addressed regarding the confounding factors of facilitating two near-simultaneous library projects, especially two that are close in physical proximity. Various time constraints also play a major factor in the decision process.

Christine excused herself from the meeting at 11:30 a.m. to make a presentation to the Ferndale Kiwanis, prior to the Board's vote.

**Brad made a motion to authorize the Executive Director to further pursue investigation of, and negotiate a contract with, a polling company, not to exceed \$28,000, pending approval of the Finance Committee, to**

**conduct voter research of Blaine and Birch Bay residents to gauge support for an LCFA in 2020. Seconded. Unanimously Passed.**

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### Ferndale Agreement for Exchange of Services

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When the new Ferndale Library opened in 2014, we signed an Agreement for the Exchange of Services with the City of Ferndale, which is due to expire on September 30, 2019. We have begun meeting with the City of Ferndale to update this agreement and the City is proposing several changes. Christine presented a draft revision of the Ferndale Agreement for Exchange of Services, and requested the Board's input.

Various points were discussed, with a focus on keeping this agreement in line with the precedents existing within our other library maintenance contracts, and maintaining WCLS values, while still addressing the concerns of the City of Ferndale and supporting our partnership with them.

Michael will further discuss the Board's input with Christine, who was absent.

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### Announcements and Adjourn

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- a. Union Negotiations dates: 10/7/19, 10/14/19, 10/21/19, 10/28/19 (if needed); all from 9 a.m. – 3 p.m.
- b. All Staff Learning Day: 10/4/19; please complete a lunch order form today if you intend to attend.

No further announcements.

Marvin adjourned the meeting at 12:08 p.m.

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### Next Meeting

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Next meeting will be at the Point Roberts Library on Tuesday, September 17, 2019 at 9:00 a.m.

Address: 1431 Gulf Road, Point Roberts, WA 98281\*

**\*Note:** On Wednesday, August 28, 2019, the Executive Director changed the meeting location to: Administrative Services, 5205 Northwest Drive, Bellingham, WA 98226.

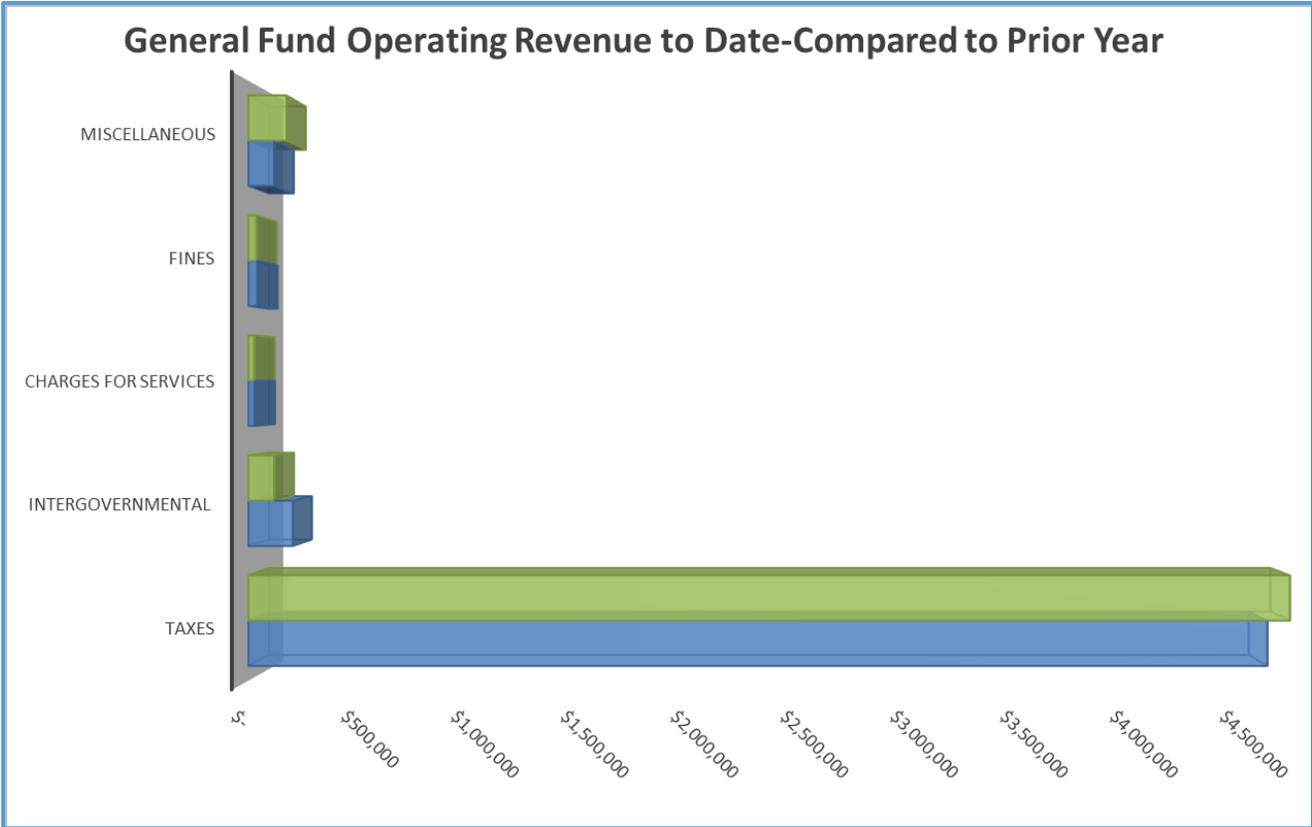
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Lori Jump, WCLS Trustee	9/17/19 Date	Ruth Nail, WCLS
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<b>2019 Budget Revenues - Year-To-Date</b>						
<b>August 2019 (67% of FY)</b>						
<b>Acct No</b>	<b>Description</b>	<b>Budgeted Revenues*</b>	<b>Actual Revenues YTD</b>	<b>% of Actual Revenues YTD</b>	<b>% of Budgeted Revenues Received YTD</b>	<b>Budget Variance</b>
310	<b>TAXES</b>					
311.10	General Property Taxes	\$ 8,687,097	\$ 4,886,646	87.16%	56.25%	\$ (3,800,452)
311.30	Sale of Tax Title Property	-	1	0.00%	0.00%	1
	<b>TOTAL TAXES</b>	<b>\$ 8,687,097</b>	<b>\$ 4,886,647</b>	<b>87.16%</b>	<b>56.25%</b>	<b>\$ (3,800,451)</b>
330	<b>INTERGOVERNMENTAL REVENUE</b>					
333.4531	State Library Grants	\$ 4,842	\$ 4,777	0.09%	98.67%	\$ (65)
335.0232	DNR Other Trust Revenue	500	664	0.01%	132.77%	164
335.0233	DNR Timber Trust Revenue	-	-	0.00%	0.00%	-
337.10	Local Grants, Entitlements & Other	160,656	116,503	2.08%	72.52%	(44,153)
	<b>TOTAL INTERGOV. REVENUE</b>	<b>\$ 165,998</b>	<b>\$ 121,944</b>	<b>2.18%</b>	<b>73.46%</b>	<b>\$ (44,054)</b>
340	<b>CHARGES FOR GOODS &amp; SERVICES</b>					
341.80	Printing & Duplication Services	\$ 30,000	\$ 19,743	0.35%	65.81%	\$ (10,257)
347.20	Library Use Fees	9,800	8,252	0.15%	84.21%	(1,548)
	<b>TOTAL CHARGES FOR SERVICES</b>	<b>\$ 39,800</b>	<b>\$ 27,995</b>	<b>0.50%</b>	<b>70.34%</b>	<b>\$ (11,805)</b>
350	<b>FINES &amp; FORFEITS</b>					
359.70	Library Fines	\$ 50,000	\$ 38,367	0.68%	76.73%	\$ (11,633)
	<b>TOTAL FINES &amp; FORFEITS</b>	<b>\$ 50,000</b>	<b>\$ 38,367</b>	<b>0.68%</b>	<b>76.73%</b>	<b>\$ (11,633)</b>
360	<b>MISCELLANEOUS REVENUES</b>					
361.11	Investment Interest	\$ 154,100	\$ 127,315	2.27%	82.62%	\$ (26,785)
361.4	Other Interest Earnings	-	1,828	0.03%	0.00%	1,828
362.00	Space & Facility Rental	610	13	0.00%	2.06%	(597)
367.00	Contributions & Donations	25,075	23,078	0.41%	92.04%	(1,997)
369.10	Sale of Discards	-	136	0.00%	0.00%	136
369.81	Overages/Underages	-	20	0.00%	0.00%	20
369.9101	Other Misc. Revenue	18,000	14,716	0.26%	81.76%	(3,284)
369.9102	Reimburse Lost/Damaged Books	20,000	12,856	0.23%	64.28%	(7,144)
369.9103	NSF Checks	-	-	0.00%	0.00%	-
369.9112	COBRA Reimbursement	337	337	0.01%	100.00%	-
	<b>TOTAL MISC. REVENUES</b>	<b>\$ 218,122</b>	<b>\$ 180,299</b>	<b>3.22%</b>	<b>82.66%</b>	<b>\$ (37,823)</b>
390	<b>OTHER FINANCING SOURCES</b>					
395.10	Proceeds from Sales	\$ -	\$ 14,230	0.00%	0.00%	\$ 14,230
	<b>TOTAL OTHER FINANCING SOURCES</b>	<b>\$ -</b>	<b>\$ 14,230</b>	<b>0.00%</b>	<b>0.00%</b>	<b>\$ 14,230</b>
	<b>TOTAL OPERATING REVENUE</b>	<b>\$ 9,161,017</b>	<b>\$ 5,269,482</b>	<b>93.99%</b>	<b>57.52%</b>	<b>\$ (3,891,536)</b>
	<b>Transfer from Reserves to Operating</b>	<b>\$ 336,933</b>	<b>336,933</b>	<b>6.01%</b>	<b>100.00%</b>	<b>\$ -</b>
	<b>TOTAL REVENUE</b>	<b>\$ 9,497,950</b>	<b>\$ 5,606,414</b>	<b>100.00%</b>	<b>59.03%</b>	<b>\$ (3,891,536)</b>

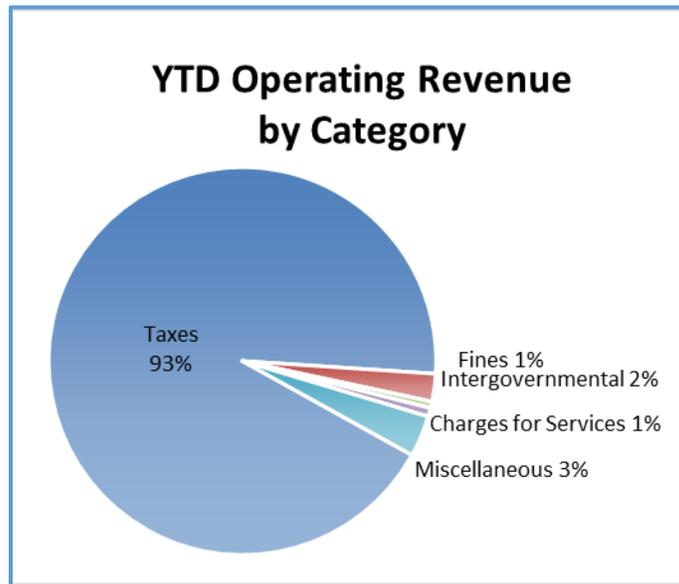
\*As amended 6/18/19



**Revenue**

- We have received 56% of budgeted property tax revenues as of the end of August. We expect to have about half of our annual budgeted tax revenue this time of year, as April 30 is the first of two annual property tax payment deadlines. The remaining amount will be paid in October.
- Intergovernmental revenues (primarily Department of Natural Resources and private timber harvest sales excise taxes) fluctuate throughout the year, with 73% of the budgeted target received to date. These funds are earmarked for next year’s Capital Budget.
- We have received 70% of budgeted funds in the Charges for Goods and Services category, which includes patron printing and copying, room use fees, and services provided at the Whatcom County Jail.
- Revenue from Library fines is at 77% of the budgeted amount.
- Miscellaneous revenues are at 83% of budget. This category includes investment interest, reimbursement for lost or damaged items, donations, and reimbursement from Bellingham Public Library for shared costs of distributing borrower notices.
- Total Operating revenue at the end of August is \$5,269,482, which is 58% of the budgeted target. This is an increase of \$87,158 over last month and a 1.6% increase over this period in 2018.

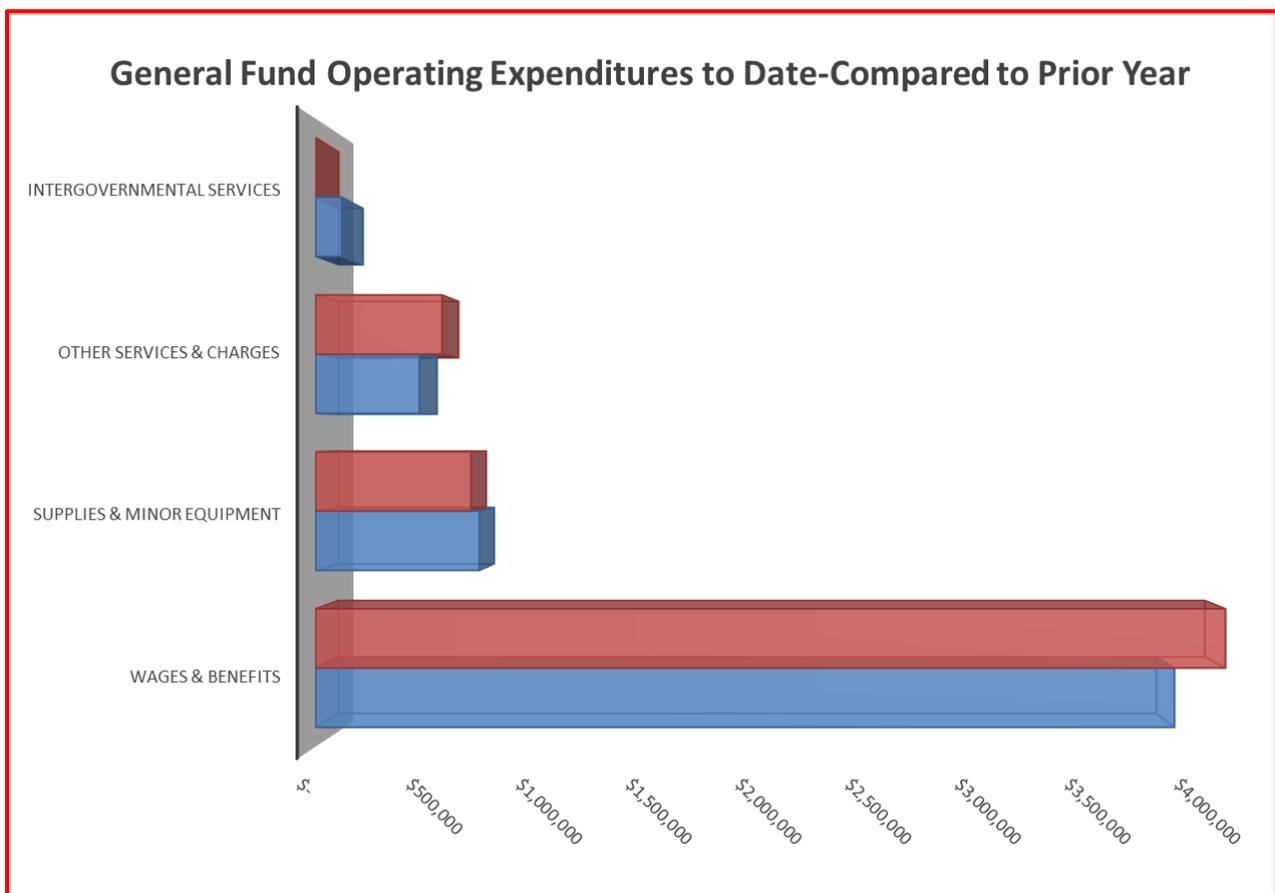
Actual General Fund Revenue to Date Compared to Prior Year			
	2018	2019	% Change
Taxes	\$ 4,780,900	\$ 4,886,647	2.21%
Intergovernmental	209,711	121,944	-41.85%
Charges for Services	29,283	27,995	-4.40%
Fines	42,387	38,367	-9.49%
Miscellaneous	121,913	180,299	47.89%
Other Financing Sources	1,000	14,230	1323.00%
<b>Total Operating Revenue</b>	<b>\$ 5,185,194</b>	<b>\$ 5,269,482</b>	<b>1.63%</b>



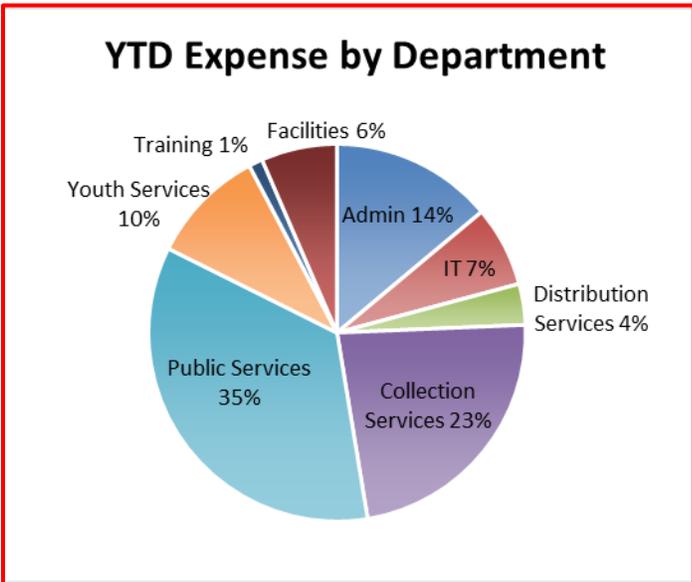
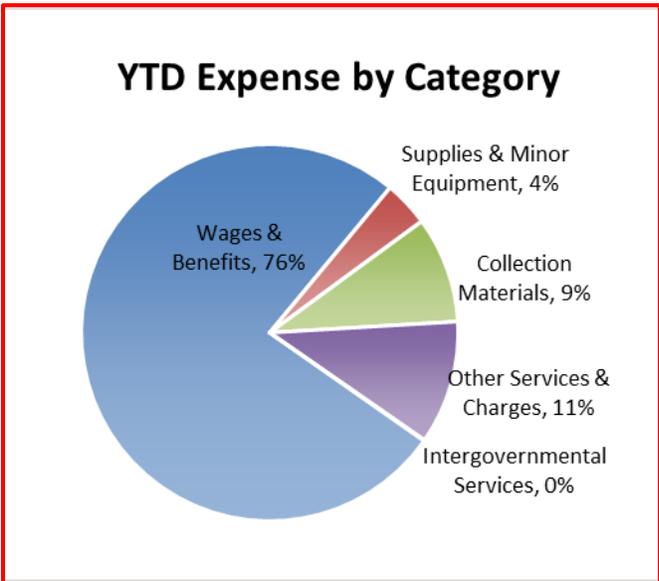
<b>2019 Budget Expenditures - Year-To-Date</b>						
<b>August 2019 (67% of FY)</b>						
<b>Acct No</b>	<b>Description</b>	<b>Budgeted Expenditures*</b>	<b>Actual Expenditures YTD</b>	<b>% of Actual Expenditures YTD</b>	<b>% of Budgeted Revenues Received YTD</b>	<b>Budget Variance</b>
	<b>SALARIES, WAGES, &amp; BENEFITS</b>					
572.10	Salaries and Wages	\$ 4,833,822	\$ 3,072,064	51.84%	63.55%	\$ (1,761,758)
572.20	Benefits	1,956,966	1,232,129	20.79%	62.96%	(724,837)
	<b>TOTAL SALARIES, WAGES, &amp; BENEFITS</b>	<b>\$ 6,790,788</b>	<b>\$ 4,304,192</b>	<b>72.63%</b>	<b>63.38%</b>	<b>\$ (2,486,595)</b>
	<b>572.30 SUPPLIES &amp; MINOR EQUIPMENT</b>					
572.3031	Office & Operating Supplies	\$ 142,990	\$ 83,572	1.41%	58.45%	\$ (59,418)
572.3032	Fuel	15,745	9,767	0.16%	62.03%	(5,978)
572.3034	Collection Materials	1,200,000	514,657	8.68%	42.89%	(685,343)
572.3035	Minor Equipment	211,210	127,149	2.15%	60.20%	(84,061)
	<b>TOTAL SUPPLIES &amp; MINOR EQUIPMENT</b>	<b>\$ 1,569,945</b>	<b>\$ 735,145</b>	<b>12.41%</b>	<b>46.83%</b>	<b>\$ (834,800)</b>
	<b>572.40 OTHER SERVICES &amp; CHARGES</b>					
572.4041	Professional Services	\$ 471,349	\$ 297,372	5.02%	63.09%	\$ (173,977)
572.4042	Communication	122,473	63,827	1.08%	52.12%	(58,646)
572.4043	Travel	43,050	18,899	0.32%	43.90%	(24,151)
572.4044	Taxes & Operating Assessments	2,600	1,624	0.03%	62.46%	(976)
572.4045	Operating Rentals & Leases	24,849	12,861	0.22%	51.76%	(11,988)
572.4046	Insurance	50,937	51,914	0.88%	101.92%	977
572.4047	Utilities	125,233	71,118	1.20%	56.79%	(54,115)
572.4048	Repair & Maintenance	80,750	47,360	0.80%	58.65%	(33,390)
572.4049	Miscellaneous	78,980	33,366	0.56%	42.25%	(45,614)
	<b>TOTAL OTHER SERVICES &amp; CHARGES</b>	<b>\$ 1,000,222</b>	<b>\$ 598,342</b>	<b>10.10%</b>	<b>59.82%</b>	<b>\$ (401,879)</b>
	<b>572.50 INTERGOVERNMENTAL SERVICES</b>					
572.5051	Intergovernmental Services	\$ 3,562	\$ 3,166	0.05%	88.89%	\$ (396)
	<b>TOTAL INTERGOVERNMENTAL SERVICES</b>	<b>\$ 3,562</b>	<b>\$ 3,166</b>	<b>0.05%</b>	<b>88.89%</b>	<b>\$ (396)</b>
	<b>596-599 OTHER FINANCING USES</b>					
597.10	Transfers-Out to Capital	\$ 285,001	\$ 285,001	4.81%	100.00%	\$ 0
	<b>TOTAL OTHER FINANCING USES</b>	<b>\$ 285,001</b>	<b>\$ 285,001</b>	<b>4.81%</b>	<b>100.00%</b>	<b>\$ 0</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$ 9,649,517</b>	<b>\$ 5,925,847</b>	<b>100.00%</b>	<b>61.41%</b>	<b>\$ (3,723,670)</b>
	<b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (488,499)</b>	<b>\$ (656,365)</b>		<b>134.36%</b>	<b>\$ (167,866)</b>
	<b>NET INCOME (LOSS) W/USE OF RESERVES</b>	<b>\$ (151,567)</b>	<b>\$ (319,432)</b>		<b>210.75%</b>	<b>\$ (167,866)</b>
	<b>FUND BALANCE SUMMARY</b>					
	Beginning Fund Balance	\$ 10,043,370	\$ 10,043,370		100.00%	\$ -
	Transfer from Reserves to Operating	(336,933)	(336,933)		100.00%	-
	Net Income	(151,567)	(319,432)		<b>210.75%</b>	<b>(167,866)</b>
	Ending Fund Balance	\$ 9,554,870	\$ 9,387,004		98.24%	\$ (167,866)
*As amended 6/18/19						

## Expenditures

- Personnel expenditures are slightly below target at 63%. This allows a small margin for unexpected costs or substitution needs.
- Supplies and Equipment expenditures are below target at 47%. This category includes collection materials purchasing, which is at 43% of budget.
- The Other Services and Charges category is below target at 60%. This category includes professional services, property, auto, and liability insurance, utilities, and repairs and maintenance.
- Intergovernmental Services are at 89%. This category includes a final payment toward the Point Roberts new library project and payments to local fire districts for fire protection services at WCLS owned facilities.
- Total expenditures are at \$5,925,847, which is 61% of the budgeted amount. This is an increase of \$714,032 over July and a .07% increase over this period in 2019.



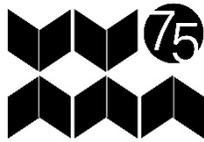
Actual General Fund Expenditures to Date Compared to Prior Year					
	2018		2019		% Change
Wages & Benefits	\$	4,063,223	\$	4,304,192	5.93%
Supplies & Minor Equipment		775,196		735,145	-5.17%
Other Services & Charges		491,133		598,342	21.83%
Intergovernmental Services		123,653		3,166	-97.44%
Other Financing Uses		468,391		285,001	-39.15%
<b>Total Operating Expenditures</b>	<b>\$</b>	<b>5,921,596</b>	<b>\$</b>	<b>5,925,847</b>	<b>0.07%</b>
<b>Net Income</b>	<b>\$</b>	<b>(736,402)</b>	<b>\$</b>	<b>(656,365)</b>	<b>10.87%</b>



## Net Income and Fund Balance

- Net income from operating activity is -\$656,365 as of the end of August. This is typical this time of year due to fluctuations in property tax revenue. It will likely decrease further in September before increasing back to budgeted amounts after the October property tax payment deadline.
- The Fund Balance as of the end of July is \$9,387,004, a decrease of \$626,874 over July.

Fund Balance Summary	2018		2019
	Actual	2019 Budgeted*	Actual to Date
Beginning Fund Balance	\$ 9,830,299	\$ 10,043,370	\$ 10,043,370
Operating Revenue	9,123,862	9,161,017	5,269,482
Operating Expenditures	(8,910,791)	(9,649,517)	(5,925,847)
<b>Ending Fund Balance</b>	<b>\$ 10,043,370</b>	<b>\$ 9,554,870</b>	<b>\$ 9,387,004</b>
Ending Fund Balance Designation Detail	2018		2019
	Actual	2019 Budgeted*	Actual to Date
Assigned Ending Fund Balance - Cash Flow	\$ 2,980,102	\$ 3,115,172	\$ 3,115,172
Assigned Ending Fund Balance - Emergency	745,026	778,793	778,793
Committed Ending Fund Balance - 2019 Operating Funds	336,933	-	-
Committed Ending Fund Balance - Capital Transfer	168,298	285,001	285,001
Committed Ending Fund Balance - Unemployment Comp Reserve	11,420	12,152	12,152
Committed Ending Fund Balance - Birch Bay Operating Fund Reserve	600,000	600,000	600,000
Committed Ending Fund Balance - Facility Ownership & Library Svcs Fund Reserve	3,250,000	3,250,000	3,250,000
Committed Ending Fund Balance - Facility Maintenance Fund	650,000	650,000	650,000
Committed Ending Fund Balance - Operating Cost Stabilization Fund	250,000	250,000	250,000
Total Committed and Assigned Ending Fund Balance	8,991,779	8,941,118	8,941,118
Beginning Fund Balance less Committed and Unreserved-Assigned	838,520	1,102,252	1,102,252
Net Income	213,071	(488,499)	(656,365)
Ending Available Funds	1,051,590	613,752	445,886
Ending Unreserved-Assigned	8,991,779	8,941,118	8,941,118
<b>Total Ending Fund Balance</b>	<b>\$ 10,043,370</b>	<b>\$ 9,554,870</b>	<b>\$ 9,387,004</b>
*As amended 6/18/19			



whatcom county  
**library system**

## Board Meeting Agenda Item Cover Sheet

Meeting Date:	9/17/2019
Committee or Department:	Administration
Subject:	Eliminating Overdue Fines
Prepared By:	Christine Perkins, Executive Director
Impact upon Budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Supporting Documents:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Recommendation or Request:** Review the memo written by attorney Jack G. Johnson of Hillis Clark Martin & Peterson Law Offices regarding Elimination of Late Fines, attached. Proceed through agenda, adopting resolutions, adopting policies, and updating existing policies as advised in this memo.

**Suggested Motion for Consideration:** None at this precise moment.

**Summary:**

For several years, the WCLS Board of Trustees has been working towards policy changes to eliminate overdue fines. In partnership with Bellingham Public Library, we have a verbal commitment to enact this change effective January 1, 2020. In order to have all our ducks in a row for this to happen at the first of the new year, it is now time to put the pieces in place.

**Alternatives:** N/A

**Fiscal Impact:** Elimination of annual overdue fines revenue.

**Comments:**

*Memorandum*

Sent via Email

**Date:** August 30, 2019  
**To:** Christine Perkins, Executive Director  
Whatcom County Library System  
**From:** Jack G. Johnson  
**Subject:** Elimination of Late Fines

Dear Ms. Perkins,

You recently contacted us with a question about a proposed change to the Whatcom County Library System (“WCLS”) policy regarding late fines for overdue materials. In coordination with the Bellingham Public Library, WCLS is considering discontinuing the imposition of such fines and simultaneously waiving outstanding late fines imposed prior to the change in policy.<sup>1</sup> You have asked us whether there are any legal restrictions that would limit WCLS’s authority to adopt this proposed change.

Although there is a historical debate in the library community regarding the pros and cons of late fines, there are growing policy arguments for their elimination. As a result, many public libraries are moving to a no-fine policy.<sup>2</sup> In fact, such a change by WCLS would be very much in line with policies that have now been put in place by other public libraries within the state of Washington.<sup>3</sup>

After reviewing Washington law, as well as the evident grounds for making such a policy change, we do not believe there are any legal obstacles to its adoption by WCLS.

The principal legal argument that might be raised to challenge elimination and forgiveness of library late fines arises out of the Washington State constitution’s prohibition of gifts of public funds. It provides, at Article VIII, section 7:

No county, city, town or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm.

The Washington Supreme Court has extensively analyzed this provision in *CLEAN v. State of Washington*, 130 Wn.2d 782, 928 P.2d 1054 (1996) and *CLEAN v. Spokane*, 133 Wn.2d 455, 947 P.2d 1169 (1997).

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<sup>1</sup> This change would not, however, eliminate charges assessed for lost or damaged materials.

<sup>2</sup> “More libraries are going fine-free. That’s good for everyone.” Washington Post Editorial Board, June 17, 2018. [https://www.washingtonpost.com/opinions/2018/06/15/7ad6f80e-709d-11e8-afd5-778aca903bbe\\_story.html?noredirect=on](https://www.washingtonpost.com/opinions/2018/06/15/7ad6f80e-709d-11e8-afd5-778aca903bbe_story.html?noredirect=on)

<sup>3</sup> Including the Sno-Isle Libraries, Kitsap Regional Library, the Jefferson County-Port Townsend library systems and, most recently, the Seattle Public Library.

Through these cases, the Court has explained that an expenditure of public funds<sup>4</sup> is not an unconstitutional gift as long as it meets either of two tests: (1) it serves a fundamental purpose of the public agency or (2) it is otherwise clear that the expenditure is done without “donative intent”—that is, without the intention of giving a benefit to a private entity. We think that the prospective and retroactive elimination of library late fines would be legally successful under either or both of these tests.

First, we expect it could be readily demonstrated the purpose behind the prospective elimination of late fines is to advance core objectives of the library. WCLS has already adopted a statement of mission and values<sup>5</sup> which expressly includes promotion of:

- “Discovery, inquiry, lifelong learning, and reading for pleasure, especially for children.”
- “Free convenient access to a diverse collection of resources that supports popular interests and lifelong learning.” and
- “Effective and efficient operations through measurement and evaluation of our plans, goals, objectives, and services, within the context of professional best practices and emerging technologies.”

WCLS could very reasonably conclude that in the emerging information age, patrons—especially those with limited means—need to use the public library more than ever. Late fines can act as a barrier to library use by those who most need it, which may directly interfere with key objectives of WCLS. We understand that clearing records of unpaid fines and helping citizens gain compliance can actually encourage the return of materials belonging in the library collection.

Having the new policy simultaneously end prospective fines and cancel fines currently unpaid serves important objectives of the library. To begin with, we understand that WCLS’s experience under the current policy is that fines are often waived case-by-case based on a patron’s explanation of the extenuating circumstances that caused the late return. This can lead to inconsistent application of the fines. Moreover, WCLS has found that unless late fines are paid promptly, they often remain unpaid for the entire six-year allowable collection period. But aside from these inefficiencies and inequities, it is the side effect of these outstanding fines—that the patron ceases to use the library because of the pending fines—that is ultimately most detrimental to the goals of WCLS. In contrast, the proposed waiver of all fines simultaneously more effectively underscores the message that continuous, lifelong access, with minimum unnecessary barriers, is central to the WCLS mission.

The foregoing grounds to support elimination of late fines would also help satisfy the second test of the *CLEAN* cases. There would be no “donative intent” behind the policy change because discontinuing the imposition and collection of such fines would be intended to serve the system and all its users, not to confer a gift on individual patrons.

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<sup>4</sup> Note that the analysis of an expenditure of public money would apply equally to the forgiveness a public financial obligation. *Yakima, v. Huxa*, 67 Wn.2d 351, 407 P.2d 815 (1965)

<sup>5</sup> <https://www.wcls.org/mission-vision-values/>

If WCLS moves ahead with the proposed policy change, it would be worthwhile to formally document the rationale for this change. In its decision to go fine-free, for example, the Port Townsend City Council<sup>6</sup> noted that, among other things:

- Doing so removes a barrier to access for many, including those who struggle with transportation to return items, or children with late fees on their accounts who are prevented from borrowing materials they need for school;
- Under fine-free systems, return rates for materials are unchanged, while usage goes up and people come back to the library;
- Removing late fines helps make coming to the library a more positive experience.

Formal findings such as these are valuable to eliminate confusion regarding the basis for the policy.

Based on this analysis, we do not foresee any significant legal problems with the proposed change in WCLS policy regarding late return fines. If we can assist you further with this issue, please let us know.

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<sup>6</sup> Port Townsend City Council Resolution No. 18-006, February 15, 2018 (copy enclosed)



<b>Board Meeting Agenda Item Cover Sheet</b>
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Meeting Date:	9/17/2019
Committee or Department:	Administration
Subject:	20.13 Write-Off of Uncollectable Debt Policy
Prepared By:	Christine Perkins, Executive Director
Impact upon Budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Supporting Documents:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Recommendation or Request:** Approve 20.13 Write-Off of Uncollectable Debt Policy as presented.

**Suggested Motion for Consideration:** Move approval of 20.13 Write-Off of Uncollectable Debt Policy.

**Summary:**

Under RCW 4.16.040, the statute of limitations for unpaid debt is 6 years. It has been longstanding practice to clear all outstanding debts on patron accounts after this period, although we have not had a specific policy or procedure addressing this. This policy also gives the Board of Trustees the ability to write-off other unpaid debt on patron accounts as identified via resolution.

**Alternatives:** N/A

**Fiscal Impact:** No change. This policy in itself does not result in a fiscal impact.

**Comments:**



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**STATUTORY REFERENCE:**      RCW 4.16.040

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ADOPTED by the Whatcom County Library System Board of Trustees on September 17, 2019.

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Marvin Waschke, Board Chair

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Date



# Board Meeting Agenda Item Cover Sheet

Meeting Date:	9/17/2019
Committee or Department:	Administration
Subject:	Resolution to Eliminate Overdue Fines and Forgive Outstanding Overdue Fines
Prepared By:	Jackie Saul
Impact upon Budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Supporting Documents:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Recommendation or Request:** Approve Resolution 09/17/19-13 Eliminating Overdue Fines and Authorizing the Forgiveness of Outstanding Overdue Fines.

**Suggested Motion for Consideration:** Move approval of Resolution 09/17/19-13 Eliminating Overdue Fines and Authorizing the Forgiveness of Outstanding Overdue Fines.

**Summary:**

This resolution is the culmination of extensive research and discussion regarding the continued assessment of fines on overdue materials. Further, Policy 20.13 Write-Off of Uncollectable Debt, if adopted, authorizes Trustees to instruct staff to write off patron debt deemed as uncollectable.

**Alternatives:** Continue to assess overdue fines

**Fiscal Impact:** WCLS receives approximately \$60,000 annually from overdue fines, which is less than 1% of total revenues. This motion eliminates overdue fines as revenue source.

**Comments:** none



RESOLUTION NO. 09/17/19-13

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WHATCOM  
COUNTY RURAL LIBRARY DISTRICT ELIMINATING OVERDUE  
FINES AND AUTHORIZING THE FORGIVENESS  
OF OUTSTANDING OVERDUE FINES**

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**WHEREAS**, Whatcom County Rural Library District strives to be a diligent steward of public assets and resources for the roughly 425,000 items available for public use in its collection; and,

**WHEREAS**, current WCLS practice is to assess overdue fines for items not returned when due, and to assess replacement fees equal to the cost of replacement for materials that are not returned or are damaged by borrowers; and,

**WHEREAS**, WCLS does not rely on revenue generated from overdue fees; and,

**WHEREAS**, overdue fees can create barriers to using the library for library cardholders, especially children and families, reducing access to learning opportunities during phases of critical learning and development; and,

**WHEREAS**, public libraries world-wide are moving to eliminate fees for overdue materials as a best practice to serve communities in an effective, efficient, and equitable manner; and,

**WHEREAS**, WCLS Leadership believes that the cost to WCLS of collecting outstanding overdue fines is excessive for the amount of revenue that could reasonably be expected to be received and in view of the practice's detrimental effects on the WCLS mission, and has therefore recommended that the Board of Trustees authorize writing such fines off as uncollectable debt;

**NOW, THEREFORE, BE IT RESOLVED**, by the Whatcom County Library System Board of Trustees as follows:

1. WCLS will no longer assess fines for overdue materials effective January 1, 2020. WCLS shall, however, continue to recover the replacement costs of materials that are not returned or that are damaged by borrowers.
2. Staff is authorized to write off overdue fines that are outstanding as of January 1, 2020.

Approved by the Whatcom County Rural Library District Board of Trustees this 17th day of September, 2019.

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Marvin Waschke, Chair



# Board Meeting Agenda Item Cover Sheet

Meeting Date:	9/17/2019
Committee or Department:	Administration
Subject:	4.01 Borrower's Policy and 4.01.04 Schedule of Fines and Fees
Prepared By:	Christine Perkins, Executive Director
Impact upon Budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Supporting Documents:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Recommendation or Request:** Approve update to 4.01 Borrower's Policy and 4.01.04 Schedule of Fines and Fees as presented.

**Suggested Motion for Consideration:** Move approval of 4.01 Borrower's Policy and 4.01.04 Schedule of Fines and Fees.

**Summary:**

This is an update to the Borrower's Policy and the corresponding Schedule of Fines and Fees to eliminate the assessment and collection of overdue fines, effective January 1, 2020.

The Schedule of Fines and Fees was previously described as "SCHEDULE OF FINES AND FEES, Borrower's Policy, Attachment A." It is being renamed as a stand-alone document, in order to be revised independently of 4.01 Borrower's Policy.

**Alternatives:** N/A

**Fiscal Impact:** We would no longer collect overdue fines. We anticipate collecting approximately \$50,000 in overdue fines in 2019 but this number has been declining with courtesy renewals and the increasing use of eBooks and other electronic materials that do not result in overdue fines. There will be an increase in staff time available when staff no longer have to process fine payments. The increase in goodwill and access is priceless.

**Comments:**

#### 4.01 BORROWER'S POLICY



**POLICY NUMBER:** 4.01

**SCOPE:** This policy defines who is eligible for a WCLS library card and limitations to borrowing privileges.

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#### **A. The Whatcom County Library System (WCLS) is a system of libraries serving the diverse needs of area residents of all ages.**

All WCLS branches and bookmobile are open to the public. Anyone may browse or use materials, attend WCLS programs, and otherwise use services in WCLS facilities.

#### **B. Eligibility for a Library Card**

The following categories of individuals are eligible to register for WCLS library cards with provision of current address and proof of identity:

**1. All residents of Whatcom County.**

**NOTE:** Residents of the City of Bellingham will be provided a Bellingham Public Library card when registering at WCLS and may use their Bellingham Public Library cards to borrow materials at WCLS libraries and bookmobile through a reciprocal agreement.

**2. Non-residents of the Library District who pay taxes to support the Library District,** such as individuals who work in Whatcom County or own businesses or property located in Whatcom County.

**3. Residents of communities with which WCLS has a reciprocal borrowing agreement, including but not limited to:**

a. Fraser Valley Regional Library (British Columbia, Canada)

**4. Residents of jurisdictions within Washington State that provide equitable tax support for public library service.** In addition to current address and proof of identity, applicants must present a library card from their local jurisdiction.

**NOTE:** Borrowing privileges for electronic materials and/or access to online services may be limited depending on vendor contracts.

**5. Nonresidents of the Library District** who do not meet the criteria described in sections 2, 3, or 4 above may purchase a library card for an annual fee to borrow materials.

**6. Whatcom County business firms and institutions** may be issued agency library cards upon the written approval of the owner and/or official authorized to enter contracts on behalf of the business or institution.

**7. Minors under 18 years of age** may receive a limited use library card without an adult's signature or a full use library card with a parent's or guardian's signature.

Parent/guardian signatures will not be required for a full use card for minors who are demonstrably free of parental control, such as through marriage.

### C. Limitations on borrowing privileges

1. **Borrowing privileges may be denied for:**
  - a. **Failure to return overdue WCLS materials or failure to pay for damaged or overdue materials.** Money received for lost material will be refunded or credited if the materials are returned within one year of the last transaction.
  - b. **Due cause**, including failure to comply with WCLS rules, destruction of WCLS property, and disturbance of other WCLS patrons. See WCLS Disruptive Behavior Policy.
2. **Lost or stolen cards:** Lost or stolen library cards should be reported to the WCLS immediately. A replacement card will be issued at no cost.
3. It is recommended that library cards not be loaned as the Borrower is still responsible for all materials borrowed on the card.
4. **Borrowers are normally expected to present their library cards each time they wish to borrow materials from the WCLS.** If the computer system is down borrowers are required to present their cards to borrow materials.
5. ~~Overdue fees shall be levied according to Attachment A, Schedule of Fines and Fees. Effective January 1, 2020, WCLS will no longer levy overdue fees.~~
6. **Other charges, as outlined in 4.01.04 Schedule of Fines and Fees:-**
  - a. If WCLS materials are not returned ~~within 60 days past the due date, the item(s) will be considered lost, and after the maximum fine has been reached,~~ the borrower will be charged for the list price of the item at the time of purchase.
  - b. If an item is returned damaged or with missing parts, the borrower will be charged according to guidelines maintained by WCLS.
  - c. Past due financial accounts may be submitted to a private collection agency for collection. An additional fee(s) may be charged to any account submitted to a collection agency.
7. **Exceptions:**
  - a. Fines and ~~other lost~~ charges may be waived in cases of WCLS error or exceptional circumstances, according to guidelines established by WCLS.
  - b. If a payment plan is developed and followed, collection agency accounts may be temporarily suspended and limited checkout privileges may be restored.

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### D. Privacy

It is the policy of Whatcom County Library System to protect the privacy of library borrowers. See the WCLS Policy on Confidentiality of Patron Records.

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**RELATED POLICIES:** [4.01.04 Schedule of Fines and Fees](#)  
[5.01 Confidentiality of Patron Records Policy](#)

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ADOPTED by the Whatcom County Library System Board of Trustees August 16, 1994.

**REVISED: September 17, 2019;** December 18, 2018; June 20, 2017; March 28, 2017; July 19, 2016; August 20, 2013; September 18, 2012; December 17, 2010; May 18, 2010; March 17, 2009; Dec. 16, 2008; May 20, 2008; September 9, 2007; May 24, 2005; July 22, 2004; September 16, 2003; November 21, 2000; March 18, 1997

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\_\_\_\_\_  
Marvin Waschke, Board Chair

\_\_\_\_\_  
Date



## 4.01.04 SCHEDULE OF FINES AND FEES

*(formerly Attachment A to 4.01 Borrower's Policy)*

**POLICY AUTHORITY:** 4.01 Borrower's Policy *(formerly 3.07)*

1. Nonresident card fees:	
a. Family Fee	\$52.00 (up to 8 cards)
b. Adult Fee (18-65)	\$40.00
c. Child Fee (under 18)	\$20.00
d. Senior (65 and older)/Disabled Fee	\$20.00
2. If library materials are returned late:	
No overdue fines; items that are more than 60 days overdue will be considered lost. Damaged and lost fees apply.	
3. If the account is submitted to collection agency:	\$10.00
4. Lost items or missing parts:	
Lost items will be charged to the patron's account at their replacement value according to library records	

ADOPTED by the Whatcom County Library System Board of Trustees May 18, 2010.

**REVISED: September 17, 2019;** August 15, 2017; December 20, 2016; March 15, 2016; November 27, 2012; December 13, 2011; December 17, 2010.

\_\_\_\_\_  
Marvin Waschke, Board Chair

\_\_\_\_\_  
Date



# Board Meeting Agenda Item Cover Sheet

Meeting Date:	9/17/2019
Committee or Department:	Human Resources
Subject:	Rescind of Policy 12.34 – Drug & Alcohol Testing
Prepared By:	Christina Read, HR Manager
Impact upon Budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Supporting Documents:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Recommendation or Request:** Rescind Policy 12.34 Drug & Alcohol Testing Policy for Employees Who Operate Commercial Vehicles, and supporting procedures

**Suggested Motion for Consideration:** Move to rescind Policy 12.34 Drug & Alcohol Testing Policy for Employees Who Operate Commercial Vehicles, and supporting procedures.

**Summary:**

At the August Board of Trustees meeting, the Board learned that because WCLS’s Bookmobile no longer weighs enough to require a Commercial Driver’s License, we are not bound by federal law to participate in the Drug and Alcohol Testing Program. Some trustees expressed interest in continuing to conduct random drug tests of Bookmobile Drivers and asked us for further information pertaining to this issue. We received a detailed memo from attorney Karen Funston outlining the legal reasons that WCLS may not require pre-employment nor random drug and alcohol testing.

**Alternatives:** Leave policy active, with no employees covered

**Fiscal Impact:** WCLS contracted with the Association of Washington Cities to perform testing services. The annual cost is \$225 for membership to the consortium, plus \$58 per employee covered. All non-random tests (such as for-cause or pre-employment tests) are charged an additional per-service fee. In addition, WCLS covered the cost of the medical fitness certification for each covered employee. These costs will now be eliminated.

**Comments:**



<b>Board Meeting Agenda Item Cover Sheet</b>
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Meeting Date:	9/17/2019
Committee or Department:	Administration
Subject:	Agreement for Exchange of Services Between the City of Ferndale and WCLS
Prepared By:	Christine Perkins, Executive Director
Impact upon Budget?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Supporting Documents:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Recommendation or Request:** Approve updates to the Agreement for Exchange of Services Between the City of Ferndale and WCLS as presented.

**Suggested Motion for Consideration:** Move approval of the updated Agreement for Exchange of Services Between the City of Ferndale and WCLS.

**Summary:**

When the new Ferndale Library opened in 2014, we signed an Agreement for the Exchange of Services with the City of Ferndale, which is due to expire on September 30, 2019. The WCLS Board of Trustees reviewed an initial draft of an updated agreement at the August meeting. After some back and forth, we have arrived at language that appears to be mutually acceptable.

**Alternatives:** N/A

**Fiscal Impact:** No substantial fiscal changes to the standing agreement.

**Comments:**

**Agreement for Exchange of Services Between  
The City of Ferndale and the Whatcom County Rural Library District**

This Agreement is made between the City of Ferndale (“City”) and the Whatcom County Rural Library District (“District”), which does business as the Whatcom County Library System.

Whereas, the District has been providing library services to City residents without pause since 1980; and

Whereas, the City, the District, the Friends of the Ferndale Library, the Whatcom Community Foundation and numerous individual donors and City voters partnered to raise the funds to build a new library at 2125 Main Street; and

Whereas, the City currently has an Agreement for library services with the District covering the operations at 2125 Main Street; and

Whereas, it is the desire of the Parties to renew this Agreement covering the library operations at this location;

NOW THEREFORE, THE FOLLOWING IS HEREBY AGREED

**Section 1 – Purpose of Agreement**

The Parties desire to make an equitable allocation of the costs of providing library services in the City and to state their mutual understandings of the responsibilities of each to continue library services in the City of Ferndale.

**Section 2 – Site for Library Services “Site”**

The City owns the building located at 2125 Main Street and wishes to allow ~~this the interior of this building (“Premises”) building~~ to be used as a library facility. The City represents that it has good title to the property and has the right to provide this ~~Site~~ for library use as provided for in this Agreement, and will warrant and defend the same for the District against any competing claim. ~~This Site consists of the library building, landscaped area directly surrounding the building, and a minimum of sixty (60) public parking spaces adjacent to the building, which are reserved for public use of the library. Additional spots are shared with the tenants of the City Hall Building at 2095 Main Street. There are an additional eight (8) parking spaces behind the building reserved for library staff use.~~

Premises shall include the interior of the structure located at 2125 Main Street, including any and all materials in the library’s catalog, all appliances, shelving, furniture, and personal belongings. The District shall be responsible for janitorial services and the maintenance and operation of the interior of the premises, with the exception of

Heating, Ventilation, and Air Conditioning (HVAC) equipment, plumbing and plumbing fixtures, and electrical infrastructure. The Premises also includes one exterior book drop facility. It shall be the responsibility of the District to inform the City of recommendations to replace, repair, or update any elements of the Site when they become known to the District; however, such notification shall not obligate the City to perform work that it deems unnecessary.

The Site shall include the structural components of the building located at 2125 Main Street, including Heating, Ventilation, and Air Conditioning (HVAC) equipment, plumbing and plumbing fixtures, and electrical infrastructure. The Site shall also include the land on which the building has been built, including the maintenance and upkeep of associated landscaping and parking facilities. For the purpose of this agreement, the City shall reserve a minimum of sixty (60) public parking spaces adjacent to the building, for public use of the library. There are an additional eight (8) parking spaces behind the building reserved for library staff use.

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### **Section 3 – Provision of Library Services**

The District shall make use of ~~this Site~~the Premises for library operations, providing library services consistent with its policies and procedures. The District shall control and rotate material throughout the County library system.

The District shall provide day-to-day library services at ~~this Site~~on the Premises, including, but not limited to, management, supervision, personnel, furniture, materials, equipment, and supplies necessary for the library operations and shall take all reasonable precautions to prevent damage, injury or loss, by reason or related to the operation and maintenance of the ~~Site~~facilityPremises.

~~The City reserves the right to unilaterally require that the District follow certain procedures or methods intended to prevent damage, injury or loss associated with the operation and management of the facility. The District's failure to follow prescribed procedure shall be grounds for termination of this Agreement.~~

When determined necessary by the City, the District shall follow certain procedures or methods intended to prevent damage, injury, or loss associated with the operation and management of the SitePremises.

Public meetings will be scheduled in the meeting rooms by District staff consistent with the District's Policy on Use of Library Facilities. The City reserves the right to use meeting rooms on a routine basis in the event that the City Council determines that such use is necessary or desirable. Before such use the City and the District shall come to an agreement on the days and times and purposes of such use.

#### **Section 4 – Term of Agreement**

The term of this Agreement shall be five (5) years beginning on October 1, 2019 and running through October 31, 2024. At the end of this and any subsequent lease term, if no new lease is executed and the Agreement is not terminated as described herein, This Agreement will automatically renew for additional five (5) year terms. ~~unless and until it is terminated by either Party as described in this Agreement.~~

#### **Section 5 – Termination of Agreement**

This Agreement may be terminated as follows:

1. By either Party, with or without cause, by delivering written notice at least six (6) months before the last day of the initial or any extended term of this Agreement.
2. By the City if the District has abandoned the Premises facility.
3. By the District upon written notice from the City that the City has withdrawn from the District, as provided for in Section 14 of this Agreement.

Upon termination of the District's occupancy, the District shall surrender the Premises facility in as clean and neat condition as when possession was tendered, normal wear and tear excepted.

#### **Section 6 – Maintenance and Repair**

The District shall be responsible for maintaining the building Site interior of the building in neat and clean condition, including but not limited to: basic janitorial and cleaning services, window cleaning, light bulb replacement, interior painting, mat cleaning and replacement, and floor covering cleaning and replacement. The District may install and maintain, at its own expense, any necessary modifications or changes to doors, door locks, and internal security systems, but shall provide the City with keyed access to all areas and systems, other than those areas with protected confidential information.

The City shall be responsible for maintaining the Site in good condition and repair, including designated parking areas, sidewalks, driveways, fences, storm drains, utility lines and meters, exterior painting, landscaping (including lawn care and snow removal), repairs and maintenance to the roof, wiring, lighting fixtures, windows, plumbing, and any repairs and maintenance to the mechanical integrity of the heating and cooling equipment, fire alarm system, excluding modifications or changes to doors, door locks, and internal security systems.

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The City and District may agree from time to time to share the cost of improvements or modifications in addition to the responsibilities of this Section. Each such situation will be considered on an individual basis and any cost sharing must be duly negotiated and mutually agreed between the Parties. Such cost sharing agreements may be in writing and attached to this Agreement.

Each Party shall notify the other Party upon the other Party's failure to meet maintenance and repair standards described herein or if the other Party is engaging in patterns and practices that are negatively impacting the buildingPremises or the Ssite. If the issue affects life safety, the Pparties will address the issue within twenty-four hours after notification. All other issues will be addressed as soon as is practicable, and both Parties will make a good faith effort to resolve them. The Party responsible for activity that impacts the buildingPremises or Ssite that results in the need for repairs shall bear the full cost of curing the damage that resulted from the activity. Upon such notification, these practices shall cease no more than twenty-four hours after notification, and the Party engaging in the practice shall bearare the full cost of curing the damage that has resulted directly from the practice.

#### **Section 7 – Personal Property**

The District, at its own expense, shall have the right to place and install personal property, fixtures, equipment, and other temporary items. These items shall remain in the District's property and free from claim by the City. The District shall have the right to remove these items at any time during the term of this Agreement, provided that any damage to the facility caused by such removal shall be repaired by the District at the District's expense, and the facility SitePremises shall be returned to its state prior to installation.

**Section 8 – Other Costs**

The District shall pay for basic utilities including telephone, telecommunications, internet access, gas, electricity, water, sewer, solid waste, and recycling. The District shall be responsible, at its expense, for fire and extended insurance on all property, furnishings, and other personal property, including removable fixtures. The District may purchase and install appropriate signage in locations and in such size as the Parties agree. The District may install and pay for the monitoring services for a security alarm.

The City agrees to pay any real estate taxes or special assessments for the property. The City shall maintain fire insurance and extended coverage insurance on this building for the full replacement value of the structure. The City will install and pay the monitoring costs for a fire alarm system. Per the terms of the City’s Franchise Agreement with Comcast, the building is eligible to receive basic cable at no cost to the District.

~~The District and the City shall, at their own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage for bodily injury, property damage, or combination thereof. a policy obtained by the District and the District shall be named as an additional insured in a policy obtained by the City.The parties will both purchase insurance, as follows: The City shall maintain fire and extended coverage insurance on the Facility and the Site for the full, insurable replacement value of the Premises. The District shall be responsible, at its expense, for fire and extended coverage insurance on all of its property, including removable fixtures, located in the Premises. The District and the City shall, each at its own expense, maintain a policy or policies of comprehensive Commercial General Liability (CGL) insurance with respect to their respective activities of each in the Premises. Such insurance shall afford minimum protection of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate combined single limit coverage for -bodily injury, property damage or combination thereof. The City shall be an additional insured on the Districts CGL policy using ISO additional insured endorsement form CG 20 11, or a substitute endorsement providing at least as broad coverage.- The City’s liability coverage through Washington Cities Insurance Authority satisfies the City’s insurance requirements. Both parties shall timely provide each other with proofs of such coverage.~~

**Section 9 – Liability and Indemnification**

To the extent permitted by law, the District agrees to indemnify, defend, and hold the City, its agents, officers, and employees harmless from, and to process and defend at its own expense, all claims, demands, or suits at law, or reasonable equity arising out of the District’s, its agents’, officers’, or employees’ performance or failure to perform any and all legal duties, including but not limited to, the duties provided for in this Agreement, ~~or as a result of the District’s negligence, misconduct, or other fault in the use of the facility.~~ It is further specifically and expressly understood that the indemnification provided herein constitutes the District’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been

mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

To the extent permitted by law, the City agrees to indemnify, defend, and hold the District, its agents, officers, and employees harmless from, and to process and defend at its own expense, all claims, demands, or suits at law or reasonable equity arising out of the City's, its agents', officers', or employees' performance or failure to perform any and all legal duties, including, but not limited to the duties provided for in this Agreement, ~~or as a result of the City's negligence, misconduct, or other fault in the use of the facility.~~  
~~If any claim or suit arises or results from the concurrent or combined fault of the City and the District, this indemnity provision with respect to such claims or suits shall apply only to the extent of each Party's fault, to the end that each Party's liability should be in direct proportion to that Party's proportion of the fault that caused the damage at issue.~~

#### **Section 10 - Damage and/or Destruction**

If the ~~Site~~facility Site or Premises or any part or appurtenance is so damaged by fire, casualty, structural defect, or any other cause beyond the District's reasonable control that the same cannot be used for the District's purposes, the District may terminate this Agreement within 90 days following damage upon written notice as provided for in this Agreement. In the event of minor damage to any part of the ~~facility Site~~Site Premises which does not render the building unusable for the District's purposes, the City shall promptly repair such damage. The District shall bear the cost of repairs for damage which is caused by the act of a District employee ~~or patron~~, other than normal wear and tear.

#### **Section 11 – Law Enforcement**

~~The City reserves the sole right, as provided by law, to determine the appropriate law enforcement response to actions by library patrons, guests, or staff. The District fully indemnifies and holds the City harmless for any actions by library patrons, guests, or staff if the District fails to notify the Police Department of such actions and/or attempts to prevent the Police Department from responding to such actions.~~  
~~Both parties will communicate regarding safety issues and work together to find mutually acceptable solutions. This includes sharing information about individuals who have been trespassed from library premises. Library staff shall cooperate with law enforcement efforts to respond to criminal incidents or violations of law, and shall contact law enforcement when wanted or trespassed individuals are observed.~~

#### **Section ~~11-12~~ - Assignment**

Neither Party shall voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber any part of this Agreement or their interest therein or in the ~~premise~~Site Premises without prior, written consent of the other Party.

#### **Section ~~12-13~~ – Relationship of the Parties**

The Parties agree that they are separate entities operating independently of each other. No agent, employee, servant, or representative of any Party shall be deemed to be an employee, agent, servant, or representative of any other Party for any purpose. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and representatives during the term of this Agreement.

**Section ~~13-14~~ – Notice**

Any notice required or permitted under this Agreement shall be in writing and may be served personally or by certified mail addressed to the Parties at the addresses listed below, or at the address one Party specifies to the other in writing. Each Party shall notify the other promptly of any change in address.

DISTRICT  
Whatcom County Library System  
5205 Northwest Drive  
Bellingham, WA 98226

CITY  
City of Ferndale  
PO Box 936 – 2095 Main Street  
Ferndale, WA 98248

**Section ~~14-15~~ – City Withdrawal From District**

Upon a written request by the District made pursuant to a resolution by its Board of Trustees finding that inclusion of the City within the District will result in a reduction of the District’s tax levy rate under provisions of RCW 84.52.010, the City may, through a resolution or other sufficient action pursuant to RCW 27.12, withdraw from the District.

Upon withdrawal, the Parties may enter into a contract for the District to provide uninterrupted library services within the City at a rate of compensation duly negotiated by both Parties and paid by the City. Both Parties shall remain free to enter or decline to enter into such contract, at their sole discretion. Unless such contract is made between the Parties, this Agreement shall terminate at the later of the effective date of the City’s withdrawal from the District or 90 days following the date the District requests the City’s withdrawal.

If, after withdrawal, the circumstances change so that inclusion of the City in the District would not result in a reduction of the District’s tax levy rates, the City and District may agree to the re-annexation of the City into the District as provided in RCW 27.12.355(3). In that event, the City and District shall enter into a new Agreement.

**Section ~~15-16~~ – Compliance with Law**

Both Parties will comply with all laws, orders, ordinances, and other public requirements pertaining to the provisions of this Agreement and use of the [Site/Facility/Premises](#).

**Section ~~16-17~~ – Final Agreement**

This Agreement contains the Parties’ entire understanding regarding this subject and it supersedes any prior understandings or agreements, either verbal or written. This Agreement may be modified only by a further writing that is duly executed by both Parties.

**Section ~~17-18~~ – Governing Law, ~~and~~ Venue, ~~and~~ Attorney’s Fees**

This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of Washington. Any disputes arising from this Agreement shall be heard in the Whatcom County Superior Court. The prevailing party shall be entitled to reasonable attorney’s fees and costs in any dispute arising from this Agreement.

**Section ~~18-19~~ - Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

**Section ~~19-20~~ – Neutral Authorship**

Each provision of this Interlocal has been reviewed and negotiated and represents the combined work product of all Parties hereto. No presumption or other rules of

construction which would interpret the provision of this Interlocal in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any provisions of this Agreement.

**Section 20-21 – No Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of the Parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons or Parties. No person or entity other than the Parties of this Agreement themselves may rely upon or enforce any provisions of this Agreement.

Having made these understandings between them, the Parties have executed this Agreement as of the date(s) of their respective signatures below.

CITY OF FERNDALE

WHATCOM COUNTY RURAL LIBRARY DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



whatcom county  
library system

# Board Meeting Agenda Item Cover Sheet

Meeting Date:	9/17/2019
Committee or Department:	Blaine Library Design Committee
Subject:	Design Firm Selection Recommendation
Prepared By:	Michael Cox
Impact upon Budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Supporting Documents:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Recommendation or Request:** Consider the recommendation of the Blaine Library Design Committee and approve action to move forward the process of engaging the services of a design firm to develop building programming and schematic design with community input for the Blaine Library.

**Suggested Motion for Consideration:** Approve Christine Perkins to enter into contract negotiations with the design firm recommended by the Blaine Library Design Committee.

**Summary:**

The Blaine Library Design Committee engaged in an RFQ process, selected four firms for interviews, and is now recommending a design firm with much confidence and excitement.

**Interview Committee Members:**

- Samuel Crawford – City of Blaine
- Pat Freeman – City of Blaine
- Stacie Pratschner – City of Blaine
- Pam Christianson – Community Stakeholder
- Carol Macmillan – Friends of Blaine Library
- Cindy Leffel – Friends of Blaine Library
- Debby Farmer – WCLS, Blaine Library Manager
- Marv Waschke – WCLS, Board of Trustees
- Carol Oberton – WCLS
- Christine Perkins – WCLS
- Michael Cox - WCLS

**Alternatives**

**Fiscal Impact:** Funds for this project are approved in the 2019 Capital Budget and provided by the Friends of the Blaine Library.

**Comments:** Michael will share a brief overview of committee discussion that led to the selection of the recommended firm.