



Location

This meeting was held in a hybrid manner, with remote attendance via Microsoft Teams and in-person attendance at Administrative Services, 5205 Northwest Drive, Bellingham, WA 98226.

In Attendance

Trustees: Matthew Santos, Vice Chair; Holly Robinson, Secretary; John Miller and Danielle Gaughen. Absent: Rodney Lofdahl, Chair.

Staff: Christine Perkins, Executive Director; Michael Cox, Deputy Director; Jackie Saul, Director of Finance and Administration; Mary Vermillion, Community Relations Manager; Lisa Gresham, Collection Services Manager; Ryan Cullup, Facilities Services Manager; Beth Andrews, Human Resources Manager; Dianne Marrs-Smith, Lynden Library Manager and Friends of the Birch Bay Library (FOBBL) President; Jennifer Rick, Foundation Development Director; Maggie Mae Nase, Learning Coordinator; Rheannan Pfnister, Records Management Specialist & Executive Assistant; Kris Lomedico, Point Roberts Manager.

Guests: Ali Jensen, Whatcom County Health and Community Services Program Specialist; Noelle Beecroft, WSU Whatcom County SNAP-Ed Program Coordinator.

Call to Order

Matthew determined quorum and called the meeting to order at 9:03 a.m. In place of reading the WCLS Land Acknowledgement, Michael played a clip of the WCLS podcast episodes which feature Executive Director, Christine Perkins, reading the WCLS Land Acknowledgement.

Open Public Comment

No public comment.

Service Anniversary Recognition

The Board recognized Kris Lomedico, Point Roberts Branch Manager, for her 40-year service anniversary. Michael spoke a bit about Kris' start at WCLS and her journey with the system throughout her years of service. The Spanish Learning Talk Times are one example of the many programs she has led in Point Roberts over the years. In 2018, Kris was part of the transition to the new Point Roberts Library and the Library Express. She helped host Governor Inslee at the Point Roberts Library when he visited in 2021. Christine has fond memories of meeting Kris and getting a specialized tour of Point Roberts from her. Kris is a delight and a wonderful part of WCLS.

Kris talked about all the training opportunities and the system-wide support that she believes makes WCLS the best place to work.

Consent Agenda

The Consent Agenda included minutes of the February 20, 2024, Board of Trustees Regular Meeting as well as the following:

Expenditures:

General Fund:

- January 16-31, 2024 payroll: check nos. 1037464956-1037464957 and voucher nos. 557751-557900 totaling \$239,080.34 and February 1-15, 2024 payroll: check nos. 1037621328-1037621329 and voucher nos. 557907-558059 totaling \$234,092.55.
- ACH transactions for employee benefits, telecommunication services and monthly sales/use tax filings totaling \$97,313.79; \$37,238.71 of this is for employee funded contributions to dental insurance premiums, Health Savings Accounts, PERS and deferred compensation plans (made via payroll deduction).
- Claim 2024-05G: warrant nos. 1184984-1184997 totaling \$13,713.29
- Claim 2024-06G: warrant nos. 1184984-1184997 totaling \$205,951.36
- Claim 2024-07G: warrant nos. 1185647-1185659 totaling \$7,613.00
- Claim 2024-08G: warrant nos. 1186324-1186344 totaling \$111,016.63

Capital Fund:

- Claim 2024-02C: warrant no. 1184998 totaling \$18,913.79
- Claim 2024-03C: warrant no. 118525 totaling \$1,086.10
- Claim 2024-04C: warrant no. 1186345 totaling \$1,024.08

John moved to approve the Consent Agenda as presented. Seconded. Unanimous board approval.

Financial Report and Resolutions: Finance Committee Report

Jackie reviewed her report. Due to the lower inflow of tax revenue, WCLS has dipped into the cash flow reserve to cover some expenses. This is not a concern, as tax payments are typically low this time of year. The cash flow reserve will be replenished in April.

February revenue included annual payments from the Whatcom County Jail and Whatcom County Library Foundation.

It has been tricky estimating the cost of operating supplies and utilities due to rising prices and inflation. So far, it appears we have finally gotten the budget estimates right in 2024.

Whatcom County ARPA Grant for Birch Bay Vogt Library Express

Christine spoke about the advocacy of the Friends of the Birch Bay Library to raise money and secure funding for the Birch Bay Vogt Library including this ARPA grant from Whatcom County. We are working with the County to smooth out a few contract details. Specifically, the contract originally stated that WCLS could not sell the library property without the approval of the County. We requested and the County approved a ten-year time limit for this clause, which corresponds with a similar requirement of our state Department of Commerce funding. An updated version of the contract was sent to WCLS yesterday. Printed copies were distributed to the Board during the meeting. The updated version will be added to the minutes as Attachment A. Jackie reviewed the new version and compared it to the previous version for the Board.

Michael stated that the fee proposal from the architect and engineer has items listed in the proposal that are estimates. Due to this, the costs of these items may fluctuate.

Holly moved to approve the Executive Director to sign the funding agreement with Whatcom County. Seconded. Passed unanimously.

Michael provided some background on Ryan Dowd and the training resources he offers to WCLS. The Board of Trustees watched a short segment of a Ryan Dowd training video about managing difficult behaviors with empathy. Michael spoke about how every day in a public library is different for front line staff. This can create wonderful memories and stories, but it can also create some stressful situations.

John conveyed an experience a member of his family had witnessing someone bathing in a public library restroom and wondered how WCLS staff might approach a similar situation. Michael discussed the types of resources that staff can use to help address bathing issues, and the steps that staff would take to build a relationship with the patron needing these resources. These steps help staff get to know patrons' needs and not only the surface issues. Michael talked about never overreacting to a situation and always using an empathy-driven approach. Christine emphasized that we would never expect patrons to deal with the situations they witness in our libraries; we encourage people to bring them to the attention of staff for staff to address.

Matthew was curious about how the role of staff has evolved to include more social services than it has previously and what staff need support-wise. He welcomed Dianne to speak on the topic.

Dianne spoke about pre-pandemic and post-pandemic issues. The Ryan Dowd training helps staff have the tools and same language to approach difficult situations. Policies have changed and become more inclusive to patrons and look at the whole situation and not only a rules-based approach. Staff have learned how to understand what we can and should do. The incident report procedure has evolved, as well, to include more eyes on the report and additional follow-up from administration. Staff know they have support from administration and that they can ask for more training or additional resources.

Beth mentioned that job descriptions are often reviewed and updated to reflect the day-to-day issues that staff experience as our community needs change.

John thanked and complimented WCLS staff for explaining the tools that they use to handle these situations and the awareness that they have about the community needs.

Board members also have access to the Ryan Dowd training and can use their WCLS email account to log in.

Freedge at North Fork Library

Danelle moved to adjust the agenda to move Item 9, Freedge at NF Library, before Item 8, Policy Updates, to accommodate the guest speakers. Seconded. Passed unanimously.

Christine showed the Board a presentation on Freedges and invited Ali Jensen, with the Whatcom County Health Department, and Noelle Beecroft, with WSU Whatcom County SNAP-Ed, to share more information about this program. A Freedge is a public refrigerator used to provide free, prepared food and fresh produce to the public to take from as needed. Qualified local restaurants, businesses, and farms can participate.

Our partners at Whatcom County Health Department, Sustainable Connections and the Foothills Community Food Project are looking at different regions in Whatcom County that are experiencing food insecurities. The North Fork Library was identified as a location where the public could benefit from a Freedge installation. Having a Freedge in east county has been a goal of the committee for a while. One target for this program is school-aged children with food insecurity. The North Fork area is on their radar because of the high percentage of students who qualify for free or reduced lunches. The North Fork Library is near the school so kids can get food after school or during holidays. Ali pointed out that food is generally not in the Freedge very long, sometimes only for hours. The amount of food that circulates at a Freedge located in Bellingham is around 8,000 pounds a year.

There is funding to assist with the infrastructure and installation of a Freedge. There could be some additional funds needed to install a Freedge at North Fork that our partners may not be able to cover. These funds would need to be taken from WCLS' general fund and were not budgeted for previously. WCLS would provide the electricity to power the Freedge.

Branch staff would need to obtain their food handlers' permits, which would also be a small expense. Staff would be on hand to loosely monitor the use of and to open and close the Freedged to mirror branch hours.

Christine spoke about the legal liability of WCLS if somebody receives bad food from a Freedged at a WCLS location. The Washington State 2022 Organics Management Law protects WCLS from liability.

Holly moved to authorize the Executive Director to move forward with partnerships to install and maintain a Freedged at the North Fork Library. Seconded.

Discussion was opened.

Danielle inquired about the funds associated with moving the food around the community and if rules are posted on the Freedgeds to discourage patrons from adding their own food. There are funds to continue through the year and hopefully after. Rules are posted on the Freedgeds.

Motion passed unanimously.

Policy Updates

Confidentiality of Patron Records Policy 5.01 – Christine highlighted the Freedom to Read training that has encouraged WCLS to update the language of this policy to align with this training and current system practices. The updated policy language clarifies minors' rights to confidentiality and the types of situations when a parent or guardian may need access to a minors' account. Our other policies and procedures infer this, but this language change will add further clarity.

Holly inquired if this update was prompted by an event or a policy review. Christine answered that it was a policy review due to the upcoming trainings.

Holly moved to approve the updated Confidentiality of Patron Records Policy 5.01, as presented. Seconded.

Discussion was opened.

John asked for further clarification on how the determination about what is financially impacting on a minor's account would be made and how the final result is determined. Christine highlighted the procedures in place to assist staff in interpreting requests for this information.

Motion passed unanimously.

Management Benefits and Leave Policy 12.20 – Jackie presented this policy update. The update was prompted by a verbal recommendation by the state audit team who recently conducted the 2022-2023 state audit for WCLS. The auditors felt that some of the language was unclear regarding cashing out vacation annually. This policy was updated to clarify the language and align with the current bargaining agreement.

John moved to approve the updated Management Benefits and Leave Policy 12.20, as presented. Seconded. Passed unanimously.

Sick Leave Policy 12.22 – The updated version of this policy contains language to include all employees – exempt and non-exempt. It also adds language to be consistent with the Bargaining Agreement, so that all staff may use sick leave to care for persons other than those defined as a close relative with approval from the Executive Director or Human Resources Manager. Jackie noted another update that isn't included in today's packet, which Beth states is needed to be compliant with state sick leave laws. In the Reinstatement of Hours Upon Rehire section, the first sentence is changed to read, "If rehired within twelve months of the date of separation, the separated employee will have 100% of unused paid sick leave accruals reinstated." Rheannan will add this update to the final version of the revised Policy.

Holly moved to approve the updated Sick Leave Policy 12.22, with changes. Seconded. Passed unanimously.

Public Records Policy 21.01 – Christine presented this policy update, which changes the designated Public Records Officer for WCLS from the Director of Finance and Administration to the Records Management Specialist.

Danielle moved to approve the updated Public Records Policy 21.01, as presented. Seconded. Passed unanimously.

Break

Matthew adjourned for a break from 10:37-10:45 a.m.

Staff Reports: Executive Director

In addition to her written report, Christine shared that a former trustee, Ruth Oltman, recently passed away.

During a public presentation hosted by the Kulshan Community Land Trust, it was surprising how centered the library was in their marketing. Two city council members were present and one city employee. Projected costs were shared. Christine was asked to speak on behalf of the library. Christine will be circling back to see what else WCLS can do to help build enthusiasm for this project.

Christine is in the process of writing thank you notes to WCLS staff who helped with ASLD. We had 145 staff members in attendance and many of them assisted with the planning in some way.

The grant application for PSE's Up & Go Electric project has proceeded to the design phase. WCLS is liable for any costs that go beyond the \$250,000 grant for the electrical infrastructure improvements to allow installation of the EV charging stations. As other funding becomes available, PSE will consider other WCLS locations from our list for EV charging stations.

Staff Reports: Deputy Director

In addition to his written report, Michael highlighted some of his experiences from this year's All Staff Learning Day. It was a fun and invigorating day. March 8th found WCLS staff back at Cornwall Church to share information and learn from our peers. Relationships were built and strengthened between staff members.

The Right to Be training that staff participated in was engaging and helped staff identify tools they can utilize when supporting patrons or coworkers during and after harassment.

Staff Reports: Youth Services Manager

On behalf of Thom, Christine shared his written report and spoke about the Children's Literature Conference that took place in February. Many WCLS staff members attended and participated. This conference is a great tool for aspiring children's authors and library advocates.

Staff Reports: Community Relations Manager

Mary discussed her written report. Mango Languages is the latest digital database to be featured in the upcoming Power of Sharing campaign.

She noted that the 2024 Whatcom READS season ended this past weekend. Turn out for the events was high, with many of them being sold out in advance. The 2025 Whatcom READS book has been announced - *No Two Persons* by Erica Bauermeister.

The article "WCLS asks, can you spot a scam?" by Christine appeared in the *Lynden Tribune* and *Ferndale Record*. She also was featured in an episode of the WCLS podcast on digital literacy with Tamar Clarke.

Mary also highlighted WCLS podcast 45 which features Young and Indigenous (YAI) from Children of the Setting Sun Productions. It is a great episode, and she recommends listening to it.

Performance Measures & Committee Reports: Performance Measures

In addition to his written report, Michael shared that physical circulation numbers were up compared to February 2023. He highlighted that numbers for Sumas have increased greatly. It was one year ago in February that the Sumas branch reopened after the flood in 2021.

While out working at the Lynden branch, Michael helped a few patrons access Libby and discover eMagazines. It is encouraging that these are added to Libby and how easy it is for patrons to access them.

Michael pointed out the past few years' numbers for new borrowers and how they fluctuate to the Board. Although numbers are down when compared to 2023, the numbers are above those of 2019.

Lisa spoke about the increasing usage of OverDrive. eAudiobooks are the main attraction to OverDrive for patrons.

Kanopy numbers were still high in the last month of its feature in the Power of Sharing campaign. The statistics will be watched to see if usage of Kanopy drops now that the campaign has changed.

Newsbank usage decreased. Lisa will be monitoring this to see if this is an anomaly or indicative of a change.

Performance Measures & Committee Reports: Personnel Committee

No report.

Performance Measures & Committee Reports: Whatcom County Library Foundation

No report.

Announcements and Adjourn

Christine will be on vacation from April 1 through April 6. Jackie Saul will be in charge during that time.

Reminder of some upcoming dates: Library Giving Day is Wednesday, April 3; National Library Week is April 7 through April 13; Right to Read Day is Monday, April 8. WCLS actively promotes Library Giving Day on social media.

It has been proposed to shift the October date for the Board of Trustees meeting from October 15 to October 22 to accommodate Union negotiations.

Matthew adjourned the meeting at 11:22 a.m.

Next Meeting

The next Board of Trustees meeting will be held on April 16, 2024, at 9:00 a.m. online via Microsoft Teams and at Administrative Services, 5205 Northwest Drive, Bellingham, WA 98226.

 /s/
Holly Robinson, Board Secretary

 04/16/2024
Date

 /s/
Rheannan Pfnister, Exec. Assistant

INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY LIBRARY SYSTEM AND WHATCOM COUNTY FOR CAPITAL COSTS IN ESTABLISHING A BIRCH BAY LIBRARY EXPRESS

This **LIBRARY CAPITAL PROJECT INTERLOCAL AGREEMENT** (hereafter the “**Agreement**”) is made and entered into this _____ day of _____, 2024, by and between the **WHATCOM COUNTY LIBRARY SYSTEM** (hereafter “the **CONTRACTOR**”) and **WHATCOM COUNTY** (hereafter “the **County**”).

WHEREAS, the Whatcom County Library System (WCLS) has determined that an additional library facility is needed in the Birch Bay area to accommodate the fast-growing community, which includes approximately 2,000 children; and

WHEREAS, in April 2017, WCLS purchased property at 7948 Birch Bay Drive for a proposed library; and

WHEREAS, the Washington State Legislature designated \$2,000,000 in funding to WCLS to support capital construction of a library; and

WHEREAS, additional funding is needed to accomplish the project; and

WHEREAS, the Whatcom County Council and County Executive elected to include \$315,000 in funding toward this project to address this community need; and

WHEREAS, the COUNTY has determined that the proposed project is a general government services that can be funded through the American Rescue Plan Act (ARPA) fund and/or the Community Priorities Fund; and

WHEREAS, Chapter 39.34, Revised Code of Washington provides for cooperation between local governmental entities through contractual agreement.

NOW, THEREFORE, it is agreed by and between the County and the CONTRACTOR as follows:

1. Purpose. The purpose of this Agreement is to support the Contractor’s Birch Bay Vogt Library Express construction project to provide library services to the Birch Bay area. The funding will contribute to project costs associated with renovating the historic home at 7948 Birch Bay Drive. Once completed, the library will provide a small collection of library materials, after-hours hold pick up, public computers and meeting space. This Agreement will provide

support for the project by providing the fund match of \$315,000 towards the overall project budget of \$2,676,477. The County funding will utilize Whatcom County ARPA SLFRF funds.

2. General Scope of Services.

The Contractor will rehabilitate a historic home to be a limited-service public library for the Birch Bay area, located at 7948 Birch Bay Drive, Blaine, WA 98230.

The CONTRACTOR will be reimbursed for Architecture and Engineering Costs and Furniture, Fixture and Equipment Costs, to be completed no later than December 31, 2025. Anticipated completion of the full project is December 31, 2027. The Contractor will own and operate the completed library. The key objective of the project is to bring library services to the Birch Bay area.

The interior of the main level is slated for a full remodel with all mechanical and electrical to be replaced. The home's second level will remain inaccessible to the public due to ADA requirements, but it may be used by staff and for storage. The crawlspace ~~will~~ may be filled in per Whatcom County permitting requirements and Washington State Department of Archaeological and Historic Preservation rules, and a new slab and concrete stem walls with flood vents ~~will~~ may be added. Exterior cladding and all windows will be replaced. Parking areas, landscaping and a new fire hydrant are required as indicated on the site plan (attached).

When complete, the renovated first floor of the historic structure will encompass a 1,700 square foot library and a 6,000 square foot outdoor programming space to support continued partnerships with community organizations. This destination library is ideally situated along a new 1.6-mile-long pedestrian walkway along Birch Bay Drive.

3. Compensation. Whatcom County will reimburse the Contractor for Architecture and Engineering and Furniture, Fixtures, and Equipment to implement the scope of the remodel described in Section 2. Compensation will occur as described in Exhibit B. Unless otherwise agreed to by the Parties and approved pursuant to Whatcom County Purchasing Policies (Whatcom County Code 3.08), services provided by staff of either Party pursuant to this Agreement shall be at the cost of the Party providing the services. In the event a Party seeks to enter into a contract with another Party, a separate interlocal agreement shall be executed. Funding for this project is American Rescue Plan Act State and Local Fiscal Recovery Funds, Assistance Listing Number 21.027.

4. Contact Persons. The following persons, referred to as Contact Person(s), are responsible for the administration of this Agreement for each Party:

For the CONTRACTOR: Executive Director or their staff designee

For the County: Strategic Initiatives Manager

or such other persons as may be specified from time to time in writing by either Party.

5. Notice of Federal Award Whatcom County was awarded federal funds under the American Rescue Plan Act (ARPA) on March 11, 2021 by the U.S. Department of Treasury under CFDA number 21.027. This grant is considered a contractor agreement between

Whatcom County and WCLS. See Exhibit A, Federal Award, outlining applicable terms and conditions of a federal award and incorporated herein by reference.

6. Treatment of Assets and Property. The CONTRACTOR will own the property and improvements located at 7948 Birch Bay Drive and will be responsible for all maintenance associated with the facility. ~~Under~~ For a period of ten years from project completion, under no circumstances may the CONTRACTOR sell or otherwise dispose of the property without the approval of the COUNTY.

7. Term of Agreement. This Agreement shall be effective on the date of such recording ("Effective Date") and shall terminate on December 31, 2026.

8. Termination. The County or the CONTRACTOR may withdraw from this Agreement by providing thirty (30) days written notice to the other Parties. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

9. Assignment. This Agreement shall not be assigned by any Party to any third Party without the prior written consent of the other Parties, which consent may be withheld for any reason or no reason.

10. Release and Indemnify. To the extent permitted by law, each Party agrees to release, defend, indemnify, and hold harmless the other Parties, its officers, agents, employees, and representatives from all claims, actions, suits, losses, harm, liabilities, damages, costs, and expenses, including but not limited to, reasonable attorneys' fees arising out of the negligent acts or omissions arising in connection with performance of this Agreement. Where negligence by all Parties is concurrent and contributes to a claim, the Parties shall be responsible and liable in proportion to the degree of their own negligence. Nothing in this Agreement shall be construed to preclude any Party from pursuing any remedy against a third Party.

11. Public Records Act. All records received by the Parties pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

12. Closeout. Upon completing the remodel the CONTRACTOR will submit to the County a final report showing the actual cost of the project and the date the facility will be opened to the public.

123. Miscellaneous Provisions.

a. Notices. Any notice, request, authorization, direction, or other communication as required under this Agreement shall be given in writing and shall be delivered in person or by first class United States mail, properly addressed and stamped with the required postage, to the intended recipient as follows:

Whatcom County Library System
5205 Northwest Drive
Bellingham, WA 98226-9050
Attention: Christine Perkins, Executive Director

Whatcom County
311 Grand Avenue, Suite 108
Bellingham, WA 98225
Attention: Kayla Schott-Bresler, Strategic Initiatives Manager

Either Party may change its address specified above by giving the other Party notice of such change in accordance with this Section. All notices, requests and authorization of directions or other communications by a Party shall be deemed delivered when mailed as provided in this Section or personally delivered to the other Party.

b. Governmental Authority. This Agreement is subject to the rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, and/or the Parties, or either of them.

c. Labor Standards: The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

d. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, nor to impose any partnership obligations or liabilities of any Party. Furthermore, no Party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Parties.

e. Nonwaiver. The failure of any Party to insist upon or enforce strict performance by the other Parties of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

f. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties with respect to such subject matter. This Agreement may be amended only by a subsequent writing signed by all Parties and expressly stating the intention to amend this Agreement.

g. No Specified Third-Party Beneficiaries. Except as otherwise specifically provided in this Agreement, there are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any rights or interest on anyone other than the Parties, their respective successors, assigns, and legal representatives.

h. Amendment. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by all Parties.

i. Implementation. Each Party shall take such action (including, but not limited to, the execution, acknowledgement, and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.

j. Invalid Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

k. Applicable Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington, except to the extent such laws may be pre-empted by the laws of the United States of America.

l. Venue. The venue of any litigation arising out of this Agreement shall be in Whatcom County, State of Washington, or such other place as all Parties may agree to in writing.

m. Interpretation and Fair Construction of Contract. This Agreement has been reviewed and approved by both Parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and shall not be construed either for or against either Party as the drafter.

n. Non-Discrimination in Employment: (Must be included in every contract as per Ord. 2021-016)

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or

terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

o. Recordation. Upon execution of this Agreement, it shall be recorded with the office of its County Auditor pursuant to the requirements of RCW 39.34; PROVIDED, that any delay in effecting compliance with this Section shall not affect the stated term, expiration or renewal dates hereof.

IN WITNESS WHEREOF, the CONTRACTOR, and the County have executed this Agreement as of the day and year according to the signatures below.

EXECUTED THIS _____ day of _____, 2024.

WHATCOM COUNTY LIBRARY SYSTEM:

Christine Perkins
Executive Director

WHATCOM COUNTY:

Satpal S. Sidhu
Whatcom County Executive

Exhibit A
FEDERAL COMPLIANCE

Funding under this agreement is provided by U.S. Department of the Treasury grant CFDA Number 21.027 Coronavirus State and Local Fiscal Recovery Funds as authorized by Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Public Law No. 117-2 (March 11, 2021).

CONTRACTOR will comply with all applicable terms and conditions for Coronavirus State and Local Fiscal Recovery Funds as issued by the U.S. Department of the Treasury.

CONTRACTOR will cooperate with the County concerning any requests for information related to this Project that may be needed for the County to fulfill its reporting obligations to U.S. Treasury.

General information about this program can be found at:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

Specific compliance requirements can be found in:

Compliance and Reporting Guidance

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

These funds are subject to:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”)

The Contractor is not considered a Subrecipient for the purposes of this agreement.

Property, supplies, or equipment acquired with revenue loss funds are exempt from the use and disposition requirements of the Uniform Guidance, regardless of award size

Single Audit Requirements. Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.⁸ Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

- The Contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the lower tier Contractor is unable to certify to any of the statements in this contract, such Contractor will attach an explanation to this contract.
- The Contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Clean Air Act

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
- The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA SLFRF funding.

Federal Water Pollution Control Act

- The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each

violation as required to assure notification to U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.

- The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA SLFRF funding.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Subrecipient and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit Contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - (i) Are not used as a substantial or essential component of any system; and
 - (ii) Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or Contractor, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Exhibit B
(Financial Commitment)

Funding, in the amount of \$315,000 will be disbursed to Whatcom County Library System (WCLS) on a reimbursement basis for eligible project costs in accordance with the below budget. Funding will be provided by the American Rescue Plan Act Fund.

Architecture & Engineering - ~~\$250,000~~200,000
Furniture, Fixtures, & Equipment - ~~\$65,000~~115,000

The contractor may shift budget between these two line items with the written approval of the County Contact Persons. Written approval can be sought by emailing Kayla Schott-Bresler at kschottb@co.whatcom.wa.us.

Invoices must include copies of receipts or paid invoices and reference the Whatcom County assigned interlocal agreement number. Upon request by the County, the Contractor will provide the County with additional documentation needed to determine cost eligibility.

Contractor will send invoices for Project expenses to:

Whatcom County Executive Office
311 Grand Ave, Suite 108
Bellingham, WA 98225
kschottb@co.whatcom.wa.us
areynold@co.whatcom.wa.us
thelms@co.whatcom.wa.us

Funds will be made available immediately upon execution of this Agreement and will be disbursed within 30 days following receipt of complete and accepted invoices.

The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract and invoiced to the County. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT C – FEDERAL REGULATIONS FOR ARPA SLFRF GRANT FUNDING

1. Use of Funds.

- a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Maintenance of and Access to Records

- a. CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of CONTRACTOR in order to conduct audits or other investigations.
- c. Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

3. Conflicts of Interest. CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

4. Compliance with Applicable Law and Regulations.

- a. CONTRACTOR agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part

25 is hereby incorporated by reference.

- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.