

BUILDING USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of January 2024 between North Central Washington Libraries, an intercounty rural library district (hereinafter referred to as “NCW Libraries”) and Royal City, Washington, a Washington municipal corporation (hereinafter referred to as the “Building Provider”).

I. RECITALS

WHEREAS, the community of Royal City is located within NCW Libraries’ service area on unincorporated land, is annexed into the district, or is under an active contract with the library district for service; and

WHEREAS, it is the desire of the Building Provider that library services be available in the community through a branch library facility (“Library Quarters”); and

WHEREAS, the Building Provider is the owner or lessee of certain real property in Royal City and desires to make the property available to NCW Libraries for the purpose of providing library service within the jurisdiction; and

WHEREAS, the Building Provider is also willing to provide such janitorial services, maintenance, and repair to said property as will be reasonably necessary for its continuing operation as a branch library; and

WHEREAS, both parties agree that NCW Libraries is not responsible for paying rent or other charges for use of the property; and

WHEREAS, NCW Libraries recognizes that the use of the Library Quarters by county residents living outside the Building Provider’s immediate jurisdiction may create additional janitorial expenses for the Building Provider; and

WHEREAS, NCW Libraries will agree to partially compensate the Building Provider for janitorial services rendered to the property; and

WHEREAS, the day-to-day management and operation of library services is the responsibility of NCW Libraries’ Executive Director or their designee, and will be subject to the policies and procedures of NCW Libraries;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

II. AGREEMENT

- 1) Purpose. NCW Libraries (formerly North Central Regional Library District) was formed pursuant to Chapter 27.12 RCW, as an Intercounty Rural Library District in 1961 to serve Chelan, Douglas, Ferry, Grant, and Okanogan Counties. Beginning in 1982, incorporated cities and towns were given the opportunity to annex into NCW Libraries or contract with NCW Libraries for library services within their jurisdictions. The resulting “Building Use and Maintenance Agreements” (“Maintenance Agreement”) outlined each party’s role in the provision of library service to these jurisdictions. Under the Maintenance Agreement, NCW Libraries has maintained responsibility for providing staffing, materials, programming, and related items that make a space a “library.” Likewise, the Building Provider has been responsible for providing NCW Libraries with use of a building, or space within a building, that is suitable for use as a branch library in the respective jurisdiction. This agreement outlines the respective responsibilities of each party and the terms for NCW Libraries partial reimbursement of Library Quarter expenses incurred by the Building Provider.

- 2) Designation and Use of Library Quarters. The Building Provider is the owner, lessee, or otherwise has legal authority to provide certain real property located at 136 Camelia St. NW, Royal City, WA (“Property”). The Building Provider shall provide, during the term of this Agreement, a building or space within a building at the Property suitable for use by NCW Libraries as a branch library (“Library Quarters”), and shall maintain such Library Quarters in good repair and maintenance for library purposes in compliance with NCW Libraries’ Siting, Relocation, and Acquisition Guidelines (as existing or amended) for the type of building, and as specifically set forth in Exhibit A attached to this Agreement and incorporated herein as if set forth in full. Such use shall be provided in consideration for NCW Libraries’ staffing and operating a branch library facility within the Library Quarters, and with the exception of payment by NCW Libraries as provided for in this Agreement, shall be available to NCW Libraries free of rent or other charges. The Building Provider acknowledges that NCW Libraries is not obligated to provide a building, space in a building, or utilities and maintenance for any building from which library services are provided except as in accordance with this Agreement.

- 3) Size of Library Quarters. As of the date of execution of this Agreement, the parties specify that the Library Quarters consist of 1,087 square feet, including the entirety of the interior spaces of the property. The parties may mutually agree, in writing, to a subsequent change, alteration, or modification of the size of the Library Quarters, which new resulting square footage shall be used as the basis for payment by NCW Libraries pursuant to Section 8 of this Agreement.
- 4) Maintenance and Operations.
- A. NCW Libraries shall be responsible for all costs associated with providing the following maintenance and operations for the Library Quarters:
- I. Management, supervision, and hiring of all NCW Libraries personnel
 - II. Furniture, shelving, materials, equipment, technology, and other supplies necessary for the operation of a branch library
 - III. Exterior book drops
 - IV. Exterior signage
 - V. Any necessary modifications or changes to ensure security, including door hardware and camera systems
 - VI. Telephone and Internet service
- B. The Building Provider shall be responsible for all costs associated with providing the following maintenance and operations services for the Library Quarters:
- I. All designated parking areas, sidewalks, driveways, fences, and storm drains
 - II. Utility services and meters including natural gas, electricity, water, sewer, refuse collection, and recycling service where available
 - III. Fire detection including smoke and carbon monoxide detectors, fire extinguishers, and fire suppression systems where installed
 - IV. Landscaping, including but not limited to lawn care and all snow removal that ensures access to the Library Quarters
 - V. Repairs and maintenance to the building envelope including but not limited to the roof, doors, windows, exterior cladding, and waterproofing
 - VI. All plumbing systems, including but not limited to interior drains, valves, faucets, water heaters, and flush meters
 - VII. Repairs and maintenance to the heating and cooling equipment
 - VIII. Janitorial and maintenance services to keep the Library Quarters in neat and clean condition as further defined in Exhibit B to this Agreement

- IX. Abatement or prevention of conditions causing unpleasant odors (i.e., mold, sewage), or airborne hazardous materials that could pose a health risk to staff or patrons including, but not limited to, exposed asbestos, lead, and mold.
 - X. Control and prevention of pest infestations including, but not limited to, rodents or insects.

- 5) Furnishings and Equipment. The Library Quarters and all furnishings, fixtures, and equipment provided by the Building Provider shall remain the property of the Building Provider, subject only to NCW Libraries' right of use during the term of this Agreement. NCW Libraries may also provide furnishings, fixtures, and equipment within and to facilitate use of the Library Quarters, which furnishings and equipment will remain the property of NCW Libraries.

- 6) Internet and Telephone Service. NCW Libraries, at its sole expense, shall provide telephone service and 24/7 internet service to the Library Quarters using wi-fi and wired ethernet connections. NCW Libraries shall be responsible for the installation of internet service, telephone service, and wireless networking at or serving the Library Quarters. NCW Libraries will utilize Internet Service Providers of their choosing and will determine the range and quality of said service. Thereafter, NCW Libraries shall be responsible for all coordination and costs of internet and telephone repair and maintenance and all ongoing costs for providing internet and telephone services including, but not limited to, monthly internet and telephone usage fees.

- 7) Communication between Parties. Except in the case of an emergency requiring immediate action by the Building Provider, the Parties agree to communicate in advance to coordinate planned maintenance or improvement projects that may impact public access and/or use of the Library Quarters.

- 8) Partial Compensation of Building Provider Expenses. NCW Libraries will pay the Building Provider, as partial compensation for janitorial expenses provided to the Library Quarters each year, per the table below:

January 1, 2024, through December 31, 2026	\$4.00 per Square Foot
January 1, 2027 through December 31, 2029	\$4.25 per Square Foot

- 9) Compensation Schedule. NCW Libraries shall pay the Building Provider as set forth in Section 8 in two equal bi-annual payments due within 30 days following the regular June and November meetings of the NCW Libraries' Board of Trustees. NCW Libraries shall pay the (undisputed portion of the) charges and/or notify the Building Provider that a dispute exists concerning the charges within thirty (30) days of the date the bi-annual payment is due.

In the event NCW Libraries notifies the Building Provider that a dispute exists concerning any charges, authorized representatives from NCW Libraries and the Building Provider will meet in an effort to resolve the dispute. If NCW Libraries and the Building Provider are unable to resolve the dispute to both parties' satisfaction, then the Building Provider must file suit to resolve the dispute concerning the charges in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed charge must be filed by the Building Provider within one hundred twenty (120) days of the date the payment for the applicable charges is due from NCW Libraries or the Building Provider's request for payment shall be deemed waived.

The Building Provider shall not assess a late payment penalty or charge regardless of the date payment is received. In addition, interest charges shall not accrue on disputed charges.

- 10) Indemnification. The Building Provider shall indemnify, defend and hold NCW Libraries, its officials, employees, and agents, harmless from and against any and all claims, damages, losses, and expenses including reasonable attorney fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by negligent or intentional act or omission of the Building Provider, its officials, employees, and agents, relating to the performance of this agreement.

NCW Libraries shall indemnify defend and hold the Building Provider, its officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses

including reasonable attorney's fees, for any bodily injury, sickness, disease, or death or any damage to or destruction of property including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by any negligent or intent intentional or mission of NCW Libraries, its officials, employees, and agents, relating to the performance of this agreement.

- 11) Insurance. Each party shall secure and maintain during the term of this Agreement such property insurance at levels appropriate for protection of its respective Library Quarters property. Each party shall also secure and maintain general liability insurance covering personal injury and property damage applicable to its operation and use of the Library Quarters with minimum limits of \$1,000,000 per occurrence. Either party may substitute a self-insurance program or plan for the general liability insurance required under this agreement upon approval by the other party. Either party may request verification of liability insurance at any time.

- 12) Term. Unless earlier terminated as set forth herein, this Agreement shall be effective January 1, 2024, and shall remain in force and effect until December 31, 2029. Upon expiration of the original term, unless a party has given notice of intent not to renew (by October 1) or the Building Provider is in default under this Agreement, this Agreement shall be renewed and extended on a year-to-year basis after December 31, 2029.

- 13) Termination. This Agreement shall terminate upon the earlier of the following: (i) upon the expiration of the Term, including any renewal Term; (ii) upon thirty (30) days advance written notice given by one party to the other "for cause" stemming from breach of the Agreement; (iii) at the end of any calendar year during the original term or any annual renewal term by written notice of termination delivered to the other party by October 1 of such year; or (iv) upon mutual agreement of the parties. If a notice of termination is provided by NCW Libraries prior to expiration of the Term (including any renewal Term), the Building Provider shall be paid for all services rendered up to the date of termination.

- 14) Nonwaiver. Any waiver at any time by either party of any right with respect to any matter arising under this Agreement shall not be considered a waiver of any subsequent default or matter.
- 15) Nondiscrimination. In the performance of this Agreement, the Parties shall, at all times, comply with any and all federal, state, or local laws, ordinance rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.
- 16) Notice. Notices pursuant to this Agreement shall be in writing and may be mailed or delivered. If mailed such notices shall be sent postage prepaid, by certified or registered mail. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated three (3) dates following the date of mailing. All notices shall be sent to the following addresses, unless written notice of a different address or notice is provided by a Party to the other Party:
- | | |
|--|--|
| City of Royal City
Attn: City Clerk-Treasurer
445 Camelia St NE
Royal City, WA 99357 | NCW Libraries
Attn: Executive Director
16 N. Columbia Street
Wenatchee, WA 98801 |
|--|--|
- 17) Prior Agreements. This agreement shall supersede any earlier agreement, written or oral, between the parties pertaining to the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

NCW LIBRARIES

By: _____
Board of Trustees Chair

Attested By:

Secretary

CITY OF ROYAL CITY, WASHINGTON

By: _____
Mayor

Attested By:

Clerk

EXHIBIT A

Guidelines for Library Facility Siting, Relocation, or Acquisition

NCW Libraries has established the following guidelines to be considered in siting library facilities.

NCW Libraries recognizes that buildings and spaces under current occupancy may not meet all the established or desired minimum requirements as set forth in these guidelines. Building Owners are not expected to make immediate upgrades to reach compliance with minimum requirements. However, NCW Libraries does expect Building Owners to align with these requirements when they perform system and building upgrades, and to be capable of meeting the requirements if or when the library is relocated into a new space. Site selection should always consider the current long-range facility plan.

Legal Considerations:

- In accordance with 27.12 RCW, NCW Libraries policy will prevail in all matters related to NCW Libraries facilities.
- No easements or other legal considerations that would unduly restrict use of the property or impose financial or other liability on NCW Libraries.
- Zoning requirements for library use can be achieved within a reasonable time period.
- Existing buildings should be capable of passing a structural assessment for use as a public library.

Site Selection:

- Define **need** for services based on distance from other locations, demographics of local area, and other relevant criteria.
- Establish **demand** for services through metrics including but not limited to number of active library cards, percentage of users versus non-users, and other output measures.
- Determine the **service level needed** including self-serve, remote or full service, open hours, and staffing capacity.
- Establish **financial value** of site based on costs and availability of space, opportunity for donated land or buildings, available capital funding and other factors.
- Determine **equity of site** for underserved populations, including identifying who is served, accessibility of location, and how access to library resources impacts the community.

Site Capacity, Layout, and Infrastructure:

- Clear, legally compliant means of ingress/egress.
- Adequate parking or transit access onsite or nearby to support anticipated regular level of patron usage.
- Free and clear access for emergency vehicles, materials deliveries, and waste removal.
- Space to place an exterior book drop, ideally drive up, sized adequately for anticipated branch usage.
- Entryways that comply with applicable ADA requirements for the age of structure.

Visibility and Neighborhood Suitability:

- Facility should be compatible in appearance with the neighborhood and its surroundings.
- Site should be easily visible from the street.
- Placement of the library on the site should have minimal adverse environmental impact and fit with the historical context of the neighborhood.

Building Structure/Layout

- Building Envelope/Thermal/Acoustical
 - a. No active water leaks or visible signs of mold or mildew resulting from previous water intrusion.
 - b. Secure, weather sealed, and lockable windows and doors. Energy efficient windows are encouraged.
 - c. Cladding and waterproofing materials free from damage and in good working order.
- Systems
 - d. Mechanical
 - i. Functional heating and cooling system compliant with local codes (based on age of building) and sized adequately for occupancy and includes mechanical ventilation.
 - ii. Exhaust fans in all public restrooms that meet local codes.
 - e. Electrical
 - i. Electrical service that meets local codes and is adequate for occupancy type based on age of building.
 - ii. Adequate interior lighting in good repair and maintenance. Ballasts, lamps, and fixtures replaced as needed.
 - iii. Adequate exterior lighting for safety.
 - f. Low Voltage/Internet Service
 - i. One gigabyte Fiberoptic service to building.
 - ii. Ability for NCW Libraries to provide surface mounted infrastructure for security, safety, and network systems.
 - iii. Ability for NCW Libraries to modify door hardware/frame to install card readers as needed.
 - g. Plumbing
 - i. Water service compliant with local codes and sized adequately for occupancy.
 - ii. Sewer service compliant with local codes and sized adequately for occupancy.
 - iii. Functional water heater for public restrooms.
 - iv. Restroom facilities include at minimum a toilet and sink for handwashing.
 - v. No active leaks in plumbing systems.
 - h. Fire/Life Safety
 - i. Fire detection system.
 - ii. If a fire suppression system is in place or code required (based on age of building), building owner to ensure proper function and ongoing annual certification.
 - iii. Code compliant quantity of fire extinguishers. Fire extinguishers should be wall mounted in a cabinet for staff and patron safety, for extinguishers that are

accessible to the general public. Other wall mounts are acceptable for back of house spaces like behind the service point, in a staff break room or work room, etc. Fire extinguisher annual certification by building owner.

iv. Compliant emergency exit signage.

- Indoor Air Quality
 - i. Library space should be free from airborne hazardous materials that could pose a health risk to staff or patrons including, but not limited to exposed asbestos, lead, and mold.
 - j. The space should be free from unpleasant odors at the time of library occupancy. This includes, but is not limited to must, smoke, and sewage.
 - k. No evidence of frequent or ongoing pest infestations including, but not limited to rodents or insects.
- Finishes
 - l. Wall finishes that are free from damage, neutrally colored, and cleanable.
 - m. Flooring that is free from damage, and neutrally colored.
 - n. Ceiling surfaces that are free from damage.

Preferred or Supplemental Features for Library Occupancy:

1. Building Structure/Layout
 - a. Space to include a moderate amount of storage in conditioned space.
 - b. Partitioned off room(s) for staff work and break space.
 - c. Interior spaces that meet or exceed applicable ADA requirements.
2. Building Envelope/Thermal/Acoustical
 - a. Double paned or better vinyl windows.
 - b. Acoustical batt insulation installed in interior partition walls, especially staff offices and restrooms.
 - c. Insulation at all exterior walls, ceilings, and floor.
3. Systems (in addition to minimum code compliance)
 - a. Mechanical
 - b. Electrical
 - i. Additional room on electrical panel for future expansion.
 - ii. T-12 or better light fixtures, preferably LED.
 - iii. Occupancy sensors installed at infrequently used spaces such as restrooms, offices, meeting spaces, and back of house spaces for energy efficiency.
 - iv. Code compliant emergency lighting.
 - c. Plumbing
 - i. Floor drains in all public restrooms to meet local codes.
 - ii. Low flow plumbing fixtures that meet current EPA standards.
 - d. Fire
 - i. Heat detectors installed in public restrooms in lieu of smoke detectors.
 - ii. A code-compliant fire suppression system.
4. Indoor Air Quality
 - a. For new construction projects and remodels, NCW Libraries prefers the use and installation of low/no-VOC products such as paint, flooring adhesives, etc.
5. Exterior

- a. Bike racks
- Hardscapes free from obvious tripping hazards.
- Landscaping regularly maintained and not overgrown during library's occupancy.
- Adequate drainage to prevent future water infiltration.
- b.
- 6. Finishes
 - a. Walk off mat or other robust flooring solution at any building entrances.
- 7. Accessories
 - a. Public restrooms to include a baby changing station, mirror, hand dryer or paper towel dispenser, waste disposal, and toilet seat cover dispenser.

EXHIBIT B

Sample Janitorial Scope

Below is a sample janitorial scope by branch frequency need. Need levels have been determined based on historical materials circulation and use data as well as size of population served. Royal City is in the LOW need level.

The scope below seeks to right-size cleaning frequency given the factors listed above and provide more consistency across the Library District. The scope listed below represents suggestions for minimum cleaning. NCW Libraries recognizes that often a branch is not opened for a full eight hours or everyday. For further definitions of "daily" and "weekly," please see definitions listed below the table.

Frequency Need:		High	Moderate	Low
A	Dust, wipe, spot clean to include:			
1	Service points (EX: circulation desk)	Daily	Twice Weekly	Once Weekly
2	Wipe table surfaces and bases	Daily	Twice Weekly	Once Weekly
3	Chairs - including backs and seats	Daily	Twice Weekly	Once Weekly
4	Dust high use horizontal surfaces	Daily	Twice Weekly	Once Weekly
5	Interior handrails, if existing	Daily	Twice Weekly	Once Weekly
6	Clean glass at entrances, if existing	Daily	Twice Weekly	Once Weekly
7	Sanitize and wipe down drinking fountains	Daily	Twice Weekly	Once Weekly
8	Sanitize staff breakroom surfaces	Daily	Twice Weekly	Once Weekly
9	Window sills and bookshelves	Monthly	Monthly	Monthly
10	Remove cobwebs inside library	As-needed	As-needed	As-needed
11	Spot clean walls, switch plate covers, and doors	As-needed	As-needed	As-needed
B	Bathrooms (both public and staff) to include:			
1	Sanitize toilets, wash basins and countertops	Daily	Twice Weekly	Once Weekly
2	Sweep and mop floors	Daily	Twice Weekly	Once Weekly
3	Empty trash receptacles and replace liners	Daily	Twice Weekly	Once Weekly
4	Clean mirrors	Daily	Twice Weekly	Once Weekly
5	Replenish supplies	Daily	Twice Weekly	Once Weekly
6	Disinfect all high-touch areas including door handles and baby changing tables	Daily	Twice Weekly	Once Weekly
C	Floors to include:			
1	Sweep and mop all solid surface floors, including stairs	Daily	Twice Weekly	Once Weekly
2	Vacuum all carpeted floors	Daily	Twice Weekly	Once Weekly
3	Spot clean stains on carpet	As-needed	As-needed	As-needed
4	Sweep and detail stairs and treads, if existing	As-needed	As-needed	As-needed
5	Full building carpet clean (where applicable)	Twice Annually	Annually	Annually
5	Scrub solid surface floors in public area w/electric scrubber	Monthly	Quarterly	Twice Annually
D	Waste removal to include:			
1	Remove garbage from cans in public spaces and replace liners	Daily	Twice Weekly	Once Weekly
2	Remove garbage from cans in staff spaces and replace liners	Daily	Twice Weekly	Once Weekly
3	Remove recycling from public spaces and staff desks	Daily	Twice Weekly	Once Weekly

Definitions:

Daily: once for every 8 hours of Library open hours. (EX: if a branch is open 6 hours on Friday and 4 on Saturday, the branch should be cleaned once)
 Weekly: once per every 6 days open to the public.

High WPL, MPL

Moderate Cash, Eph, Leav, Omak, Quincy, Rep, Ton, Winthrop

Low Brew, Bpt, Che, CC, Cur, Ent, EW, Geo, GC, Man, Matt, Oka, Oro, Pat, Pesh, RC, SL, War, Wat.