

Yale Valley Library District

Regular Meeting

August 25, 2022 6:00PM

Yale Valley Community Library
11700 Lewis River Road
Ariel, WA 98603

Google Meet link: <https://meet.google.com/jiw-spmu-cdt>
Or dial: (US) +1 414-436-7820 PIN: 956 741 875#

AGENDA

Public Meeting

- | | |
|--|-------------|
| 1. Call to Order | 6:00 pm |
| 2. Agenda Approval | Action |
| 3. Introductions & Welcomes / Chair Announcements | Information |
| 4. Consent Agenda | Action |
| a. Minutes Approval: June 9, 2022 | |
| b. Approval of bills: Reviewed by Tina Moir | |
| 5. Port of Woodland Intergovernmental Agreement | Action |
| Guest, Jennifer Wray-Keene, Executive Director | |
| Resolution 2022-03: Lease Agreement Port of Woodland | |
| 6. Financial Report | Information |
| 7. COVID-19 Update for Yale: Amelia Shelley | Information |
| 8. Domain names | |
| 9. Facilities | Information |
| a. Landscaping | |
| b. Well | |
| 10. Branch Manager Report: Jennifer Hauan | Information |
| 11. Citizen Comments | |
| 12. Board Comments | |
| 13. Adjournment | |

Yale Valley Library District

For the Month Ending June 30, 2022 (With Year-to-Date Totals)

Statement of Cash

December 31, 2021 Ending Cash Balance	\$	350,983
Year-to-date Revenue Received		94,842
Year-to-date Expenditures		<u>(51,437)</u>
Cash Balance June 30, 2022	\$	394,388

Yale Valley Library District

For the Month Ending June 30, 2022 (With Year-to-Date Totals)

Revenue

Description	2022 Budget	June 2022 Revenues	All Revenue Received thru June 2022	Year -to - Date Annual Budget Percent
Property Taxes				
311.10 Property Tax Collections - Yale Valley District	\$ 122,663	\$ 20,875	\$ 73,277	59.74%
Total Property Taxes	122,663	20,875	73,277	59.74%
Other Taxes				
317.2 Leasehold Excise Tax	-	-	-	0.00%
Total Other Taxes	-	-	-	0.00%
Intergovernmental, Grants & Contracts				
335.02 DNR - Timber Revenue	35,000	16,733	20,461	58.46%
361.02 DNR - Other Revenue	100	-	4	4.09%
335.02 State Capital Grant	-	-	-	0.00%
Total Intergovernmental, Grants & Contracts	35,100	16,733	20,465	58.30%
Miscellaneous				
361.11 Investment Interest	2,500	265	1,100	43.99%
367-10 Non-Governmental Contributions	500	-	-	0.00%
367-10 Grant Revenue	-	-	-	0.00%
369.90 Miscellaneous Revenue	-	-	-	0.00%
Total Miscellaneous	3,000	265	1,100	36.66%
Total Revenue:	\$ 160,763	\$ 37,873	\$ 94,842	58.99%
Transfer from Reserves	\$ 1,870	\$ -	\$ -	0.00%
Total Revenue and Reserves	\$ 162,633	\$ 37,873	\$ 94,842	58.32%

Expenses

Description	2022 Budget	Expenses	Expenses Year-to-Date Totals	Year to Date Annual Budget Percentage
Other Services / Charges				
572.41 Professional Services	\$ 122,633	\$ -	\$ -	0.00%
572.41 Professional Services-Fundraising/Architect	-	-	-	0.00%
572.62 Capital Outlay	40,000	-	51,437	128.59%
Grand Total Expense:	\$ 162,633	\$ -	\$ 51,437	31.63%

Net Cash Activity	\$ 43,405
Jan. 1, 2022 Cash with County Treasurer	350,983
Ending Cash	\$ 394,388

Non-Capital Reserve	\$ 360,450
Capital Reserve	33,938
Total	\$ 394,388

Yale Valley Library District

For the Month Ending June 30, 2022 (With Year-to-Date Totals)

Schedule of Reserves

Non Capital Reserve Beginning Balance January 1, 2022	\$ 287,173
Property Tax Collections (Revenue)	73,277
Other Taxes (Revenue)	-
Professional Expenses (Expenses)	-
Non Capital Reserve Ending Balance June 30, 2022	<u>\$ 360,450</u>
Capital Reserve Beginning Balance January 1, 2022	\$ 63,811
Intergovernmental, Grants and Contracts (Revenue)	20,465
Miscellaneous (Revenue)	1,100
Professional Services Architects (Expenses)	-
Capital Out lay (Expenses)	(51,437)
Capital Reserve Ending Balance June 30, 2022	<u>\$ 33,938</u>
Total Non Capital and Capital Reserves	<u><u>\$ 394,388</u></u>

Yale Valley Library District

For the Month Ending July 31, 2022 (With Year-to-Date Totals)

Statement of Cash

December 31, 2021 Ending Cash Balance	\$	350,983
Year-to-date Revenue Received		95,837
Year-to-date Expenditures		<u>(114,037)</u>
Cash Balance July 31, 2022	\$	332,783

Yale Valley Library District

For the Month Ending July 31, 2022 (With Year-to-Date Totals)

Revenue

Description	2022 Budget	July 2022 Revenues	All Revenue Received thru July 2022	Year -to - Date Annual Budget Percent
Property Taxes				
311.10 Property Tax Collections - Yale Valley District	\$ 122,663	\$ 649	\$ 73,926	60.27%
Total Property Taxes	122,663	649	73,926	60.27%
Other Taxes				
317.2 Leasehold Excise Tax	-	0	0	0.00%
Total Other Taxes	-	0	0	0.00%
Intergovernmental, Grants & Contracts				
335.02 DNR - Timber Revenue	35,000	-	20,461	58.46%
361.02 DNR - Other Revenue	100	-	4	4.09%
335.02 State Capital Grant	-	-	-	0.00%
Total Intergovernmental, Grants & Contracts	35,100	-	20,465	58.30%
Miscellaneous				
361.11 Investment Interest	2,500	346	1,445	57.81%
367-10 Non-Governmental Contributions	500	-	-	0.00%
367-10 Grant Revenue	-	-	-	0.00%
369.90 Miscellaneous Revenue	-	-	-	0.00%
Total Miscellaneous	3,000	346	1,445	48.18%
Total Revenue:	\$ 160,763	\$ 995	\$ 95,837	59.61%
Transfer from Reserves	\$ 1,870	\$ -	\$ -	0.00%
Total Revenue and Reserves	\$ 162,633	\$ 995	\$ 95,837	58.93%

Expenses

Description	2022 Budget	Expenses	Expenses Year-to-Date Totals	Year to Date Annual Budget Percentage
Other Services / Charges				
572.41 Professional Services	\$ 122,633	\$ 62,600	\$ 62,600	51.05%
572.41 Professional Services-Fundraising/Architect	-	-	-	0.00%
572.62 Capital Outlay	40,000	-	51,437	128.59%
Grand Total Expense:	\$ 162,633	\$ 62,600	\$ 114,037	70.12%

Net Cash Activity	\$ (18,200)
Jan. 1, 2022 Cash with County Treasurer	350,983
Ending Cash	\$ 332,783

Non-Capital Reserve	\$ 298,500
Capital Reserve	34,283
Total	\$ 332,783

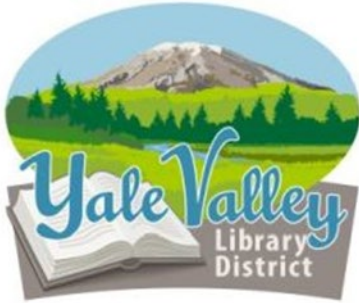
Yale Valley Library District

For the Month Ending July 31, 2022 (With Year-to-Date Totals)

Schedule of Reserves

Non Capital Reserve Beginning Balance January 1, 2022	\$	287,173
Property Tax Collections (Revenue)		73,926
Other Taxes (Revenue)		0
Professional Expenses (Expenses)		(62,600)
Non Capital Reserve Ending Balance July 31, 2022	<u>\$</u>	<u>298,500</u>
Capital Reserve Beginning Balance January 1, 2022	\$	63,811
Intergovernmental, Grants and Contracts (Revenue)		20,465
Miscellaneous (Revenue)		1,445
Professional Services Architects (Expenses)		-
Capital Out lay (Expenses)		(51,437)
Capital Reserve Ending Balance July 31, 2022	<u>\$</u>	<u>34,283</u>
Total Non Capital and Capital Reserves	<u>\$</u>	<u>332,783</u>

Yale Valley Library District



Regular Meeting

June 9, 2022

Yale Valley Community Library

Attendees: Yale Valley Board of Trustees: Eric Reese, Tina Moir, Cynthia McAllister and Kathi Wheeler.

Absent: Bob Appling

FVRL: Amelia Shelley and Jennifer Huaun

Citizen: Chris Conroy

1. The meeting was called to order by the Chair, Eric Reese at 6:00pm.
2. The agenda was approved. Wheeler/Moir The agenda as approved by all trustees present.
3. Introductions & Welcomes/Chair Announcements: Eric welcomed Chris to the meeting. He also announced this will be his last meeting and a replacement has not been found yet.
4. Consent Agenda
 - a. April 14, 2022 Minutes: Moir/Wheeler The minutes were approved by all trustees present.
 - b. Bills were reviewed by Tina Moir for a total of \$131.36 to Arakawa and Yard and Garden \$76.42. Tina asked what the Arakawa bill was for and Wheeler said it was for locks for the Art Rails. With the installation of the lithographs from Liz Kennedy, the locks were needed for security. The other to Yard and Garden was for bark dust. Wheeler/McAllister The bills were approved by all trustees present.
5. Financial Report: Amelia Shelley reported our tax revenues for April and May were \$13,153.00 and \$37,547.00 respectively. Total tax revenues are \$52,403.00 and 42.72% of budget. Timber revenue through May is \$3,728.00 which will go into the Capital Reserve Revenue. Our total Non-Capital Reserves are \$339,576.00 and Capital Reserves are \$16,941.00 for a total of \$356,516.00.

6. Approval of FVRL Contract Services: A bill was presented from FVRL for ½ of the payment for the contract services for the year 2022 in the amount of \$61,331.50. A motion to pay this amount for services through January-June 2022. Moir/Wheeler The bill was approved by all trustees present.
7. Covid 19 Update for Yale: Amelia Shelley reported that things are improving regarding Covid 19.
8. Facilities:
 - a. Landscaping: Kathi Wheeler reported that that names of landscape designers had been sent to FVRL. However, until we have a consistent water supply for outside the building, we should postpone those plans. She did suggest that a wooden cover be considered in the landscape plans outside the meeting room. With a concrete pad, this would allow an extension of activities for patrons.
 - b. Port of Woodland Access: Amelia Shelley reported that the Port of Woodland has received funding for the second phase of the project to bring high-speed internet to businesses and residents on the side roads from the Lewis River Rd. The Port would like to place the necessary equipment inside the exterior utility closet of the Yale Valley Community Library. The trustees discussed liability of the library in this project. An MOU would be drawn up between the Port and the YVLD. The YVLD agreed to authorize Amelia Shelley to negotiate access through a MOU agreement and bring it to the board. Moir/McAllister The motion was approved by all trustees present. There was also discussion of compensation to the district for use of the facilities and use of power. A yearly review of the agreement was strongly suggested.
 - c. Well: The suggestion that the district consider drilling a well for a permanent water solution had been suggested at the last meeting. Shelley spoke with Dr. Green, WSD Superintendent and he suggested we check with the department of health first. The school district has spent many tens of thousands of dollars on improvements on their system at the school which we share. The trustees discussed other options for use in landscaping such as gray water or retaining rain water in storage tanks. Dr. Green also said that work has been done on the pressure pumps and the problem the library was experiencing has been resolved. Recently the school district installed an upgraded purification system that automatically adjusts chlorination.
9. Branch Manager Report: Jennifer Huaun Jennifer reported that new Woodland Library building will be breaking ground in the spring, 2023. The building will be 7500 square feet and the community is very excited. A large fundraiser at the Peterson Barn in the Bottoms attracted 160 people and raised \$35,000.00. The Friends hope to hold another fundraiser next year at the newly opened Oak Tree restaurant. The Woodland Friends will be having a book sale at the Planters Day Festival and a Beer Garden next to the Firemen's Barbeque. Summer Reading starts June 15-August 15. In Woodland, they are interviewing for a 2nd librarian or librarian in training. The position will be a mentorship for a year and qualify the person for an advanced position in the district. We have a new hire at the Yale Community Library. Her name is Bethany Ham and she lives in the local area. The FVRL Board of Trustees will meet for a dinner and meeting in Woodland on June 25. They will be discussing selling a portion of the property in

Woodland to the city. The community room at the Yale Community library will be opening up on our website for reservations Friday, June 10.

10. Citizen Comments: Chris Conroy was present and said how glad she was to see everyone.

11. Board Comments: Jennifer mentioned the news articles regarding the Yale Library. They are posted on the bulletin board. Kathi Wheeler thanked Eric for his service and dedication to the library. He has served 12 years and will be presented with a Bill Foss bowl after the meeting. The meeting was adjourned at 6:43pm Wheeler/Moir The adjournment was approved by all trustees present.

Respectfully Submitted by Kathi Wheeler, YVLD Board of Trustees Secretary

Presiding Officer

Yale Valley Library District
Resolution 2022-03
Lease Agreement – Port of Woodland

WHEREAS, the Yale Valley Library District (YVLD) Board of Trustees has met and considered the lease agreement with the Port of Woodland for building and utility access to support broadband equipment for twenty-five years (25); and

WHEREAS, YVLD was established in 2003 as an rural partial-county library district, and levies property taxes pursuant to the Revised Code of Washington 27.12.150, and

WHEREAS, the Yale Valley Community Library building has capacity in its electrical room to support the mounting and housing of equipment associated with providing and maintaining a fiber-optic broadband hub; and

WHEREAS, the Port of Woodland is seeking to provide rural broadband connectivity to the citizens of Yale Valley Library District’s service area, and

WHEREAS, the Port of Woodland will be responsible for all associated costs with the installation, maintenance and operation of the broadband connectivity equipment, and

WHEREAS, the YVLD Board of Trustees authorizes the Fort Vancouver Regional Library District Executive Director to complete the negotiations with the Port to finalize the terms of the lease agreement

NOW, THEREFORE, BE IT RESOLVED that the Yale Valley Library District adopts Resolution 2022-03.
Adopted this 25th day of August, 2022

Tina Moir, Chair

Vice Chair

**LEASE AGREEMENT
BETWEEN YALE COMMUNITY LIBRARY AND THE PORT OF WOODLAND**

This Lease Agreement (“**Agreement**”) is made and entered into as of _____, 2022 (the “**Effective Date**”) between the YALE VALLEY LIBRARY DISTRICT, a Washington public agency (“**Library**” or “**Landlord**”), and the PORT OF WOODLAND (“**Port**” or “**Tenant**”), a municipal government entity (“**Port**” or “**Tenant**”). In this Agreement, the above entities are jointly referred to as the “**Parties**”.

RECITALS

A. The Port intends to build, install, operate, and maintain a fiber optic cable system for the purpose of facilitating broadband telecommunications service between Ariel, Washington and Cougar, Washington. This project will enable faster and more dependable internet speeds, and will be critical for the residents and business between Ariel and Cougar.

B. Library owns the real property commonly known as 11700 Lewis River Road, Ariel, Washington 98603 (the “**Library Property**”), including the Building known as the Yale Community Library (the “**Building**”) located thereon.

C. The Port seeks to locate a colocation facility in the Electrical Room in the Building from which the fiber optic cable system will be established.

D. With this Agreement, subject to the terms and conditions herein, the Library agrees to grant the Port exclusive rights to install, service, and maintain a fiber optic cable system within the Electric Room in the Building.

Accordingly, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. PURPOSE AND PREMISES

The Library hereby leases to Port, and Port hereby leases from Library, for the Term and upon the terms and conditions set forth herein, that portion of the Electric Room in the Building, as described or depicted in Exhibit A attached hereto (“**Premises**”), solely for the installation of telecommunication racks and a fiber optic cable system (“**Fiber Optic System**”). Port may not use the Premises for any other purpose without Library’s prior written consent, which Library may withhold in its sole discretion. Port accepts the Premises in its existing condition AS-IS.

2. EXCLUSIVE RIGHT-OF-ACCESS

During the Term, the Port and Port-approved internet service providers (“**Approved ISPs**”) shall have the exclusive right to use and have uninterrupted access to the Premises to, at its sole expense, build,

install, operate, service and maintain a fiber optic cable system and shall have the right to replace or add strands as needed. Use and access of the Premises shall be twenty-four (24) hours a day, three hundred sixty-five (365) days a year in the event the Port finds access necessary for system upgrades or repairs. The Port may, in its reasonable discretion and its sole cost and expense, make upgrades or improvements to the Premises for the purpose of securing the Premises and protecting the Fiber Optic System (e.g., secure access lock, key pad, new door, etc.) that will be pre-approved and done in agreement with the Library or their designated representative.

The Parties acknowledge that the Fiber Optic System will be used by Approved ISP's and the Port may assign the rights of the Fiber Optic System to additional ISP's without the imposition of fees or charges; provided, access to Library Property and the Premises by the Port and Approved ISP's shall be subject to such restrictions by the Library as may be reasonably necessary to safeguard Library property, personnel and the public. Port shall not allow the Fiber Optic System or any use thereof by any Approved ISP to interfere with Library's data and communications systems or its use thereof.

6. TERM

The term of this Agreement shall be twenty-five (25) years ("**Initial Term**"), commencing on _____, 2022 ("**Lease Commencement Date**"), and terminating on _____, _____ ("**Lease Termination Date**"). The Port shall have the option to extend the term of this Agreement ("**Extension Option**") for an additional term of twenty-five (25) years ("**Extension Term**") upon the same terms and conditions as set forth herein (the Initial Term and Extension Term shall collectively be referred to as the "**Term**"). This Extension Option shall be exercised by the Port giving notice in writing to the Library, delivered no less than ninety (90) days prior to the end of the Initial Term. Thereafter, this Agreement may be extended for an additional term or terms upon the written agreement of both Parties, provided, nothing herein shall be construed to obligate either party to agree to such extension. A lease year ("**Lease Year**") will commence on the anniversary date each year and end the day before the succeeding anniversary.

7. CONSIDERATION

As consideration for the rights granted to Port, the Port agrees to pay the Library One Dollar (\$1.00) per year, payable within ninety (90) days of the beginning of each Lease Year, with the initial payment to be paid concurrent with the execution of this Agreement.

8. INSTALLATION AND MAINTENANCE

The Port, at its sole cost and expense, shall bear the sole responsibility for the installation, maintenance, and repair of the Fiber Optic System. Such installation, maintenance, and repair shall at no time unreasonably interfere with the Library's use of the Building. The installation and any replacement or repair of the Fiber Optic System shall be done in a first-class, workman-like manner, in full compliance with all applicable federal, state and local laws, rules, regulations, and ordinances. Should the installation, maintenance, repair, and/or replacement of the Fiber Optic System result in any damage to the Building, including any damage or leaks in the structure of the Building, the Port shall immediately repair the same, and shall pay the cost of any damage to the contents of Building.

9. UTILITIES

The Port shall be solely responsible for its share of all utility services, including electricity, it will require for operation of the Fiber Optic System on the Premises and for payment of all costs associated with such utilities consumed at the Premises.

If the parties both consent, the Port maybe permitted, at its sole cost and expense, to install a separate power meter for its use of the Fiber Optic System at the Premises.

10. RESTORATION

To the extent reasonably practicable, the Port shall restore to a well-ordered condition any Library Property that is disturbed or damaged as a result of the Port's exercise of its right-of-access hereunder.

11. ASSIGNMENT AND SUBLEASE RESTRICTED

Assignment. Port shall not voluntarily or involuntarily assign or otherwise transfer (collectively referred as a "**Transfer**") its interest in this Agreement, without first obtaining Library's prior written consent, which consent may not be unreasonably withheld. The assignee shall assume all obligations of the Port under this Agreement. Port shall not mortgage, pledge, or otherwise encumber its interest in the Premises or this Lease. Any attempted transfer without consent shall be null and void and, at the option of Library, will cause termination of this Lease. The giving of such consent in one instance shall not preclude the need for Port to obtain Library's consent to further transfers. If Port is permitted to make any transfer, Port shall not be relieved of its obligations, but shall remain primarily liable to Library for performance of all such obligations

Sublease. Port shall not sublease all or any portion of the Premises without the prior written consent of Library, which consent may be withheld in the Library's sole discretion.

12. DEFAULT; REMEDIES

The following shall be deemed an "**Event of Default**" by the Port:

Payment of Rent or other money. If the Port fails to pay any monetary sum set forth herein when payment is due; providing, however, that Library may not terminate this Agreement on account of such failure unless such failure remains uncured ten (10) days after written notice of such default is given by Library to Port.

Covenants. If Port neglects or fails to perform or observe any of the covenants, terms and conditions in this Agreement on its part to be observed and such failure remains uncured thirty (30) days after written notice from Library to Port; provided, however, that if such cure, through no fault of Port, cannot be completed within such thirty (30) day period, Port shall have such additional time as is reasonably necessary to complete the cure, provided Port must have undertaken procedures to cure the default within such thirty (30) day period and thereafter diligently pursue such efforts to cure to completion.

Upon an Event of Default by the Port, Library may exercise any one or more of the following remedies, in addition to all other remedies available under applicable law:

Termination. Landlord may terminate Tenant's right to possession of the Premises and Tenant's rights under this Lease by giving written notice to Tenant of Landlord's election to terminate Tenant's right to possession of the Premises, and this Lease will terminate as of the date of such notice. In the event of such termination, Landlord may recover damages from Tenant as provided below.

Retake Possession. Landlord may re-enter and retake possession of the Premises, without notice, either by summary proceedings or any other lawful applicable action or proceeding. Landlord may use the Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant.

Damages for Default. Whether or not Landlord retakes possession or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to attorneys' fees relating to the default).

Cure of Tenant's Default. Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of performance, including attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of 10 percent per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

13. INDEMNIFICATION

Except to the extent of the Library's comparative fault or breach of an express provision of this Agreement, to the extent permitted by law, the Port shall indemnify, defend, and save the Library, its successors, assigns, and agents harmless for, from, and against any and all claims, liability, losses, costs, charges, or expenses which the Library may incur as a result of any act or omission of the Port in its use of the Premises under this Agreement.

14. INSURANCE

Port, at its sole cost and expense, shall carry at all times while this Agreement is in effect Commercial General Liability Insurance covering bodily injury and property damage liability in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) in any one occurrence and in the aggregate. The Library shall be named as an additional insured (with additional insured endorsement acceptable to Library) on such policy and Port shall furnish to Library an insurance certificate, in a form acceptable to Library, for the insurance required to be provided by Port hereunder. Port shall also be responsible for insuring the Fiber Optic System.

15. GOVERNING LAW AND CONSENT TO EXCLUSIVE JURISDICTION.

This Agreement shall be construed in accordance with and governed by the laws of the State of Washington, without regard to conflict of laws principles. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, each of Port and Library hereby irrevocably consents and submits to the jurisdiction and venue of the Clark County Superior Court and the United States District Court for the Western District of the State of Washington. Each of Port and Library irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in either such court and any claim that such suit, action or proceeding

brought in such court has been brought in an inconvenient forum. In addition to any form of service of process otherwise permitted by law, service in any such action may be given by certified or registered mail, return receipt requested, and shall be deemed served upon the actual delivery thereof in such manner to the party intended to be served, which service shall be adequately established by the receipt for such delivery.

16. WAIVER

Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver or prejudice the party's right to require strict performance of the same or any other provision in the future.

17. SEVERABILITY

Any provision of this Agreement which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

18. COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS

The PORT agrees to comply in all respects with any and all federal, state, and local statutes, laws ordinances, codes, regulations, and rules in connection with the exercise of its rights and obligations under this AGREEMENT.

19. QUIET ENJOYMENT

Library covenants and agrees with Port that upon Port's paying the rent required under this Agreement and paying all other charges and performing all of the covenants and provisions aforesaid on Port's part to be observed and performed under this Agreement, Port shall and may, subject to the rights of the Library under this Agreement, peaceably and quietly have, hold, and enjoy the Premises during the Term in accordance with this Agreement.

20. COSTS AND ATTORNEY FEES

If by reason of default on the part of either party to this Agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Agreement, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover reasonable attorney fees at trial and on appeal, and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party.

21. NOTICE

Any notice or demand from or to the Parties shall be personally delivered or mailed by first class certified United States mail, return receipt requested, postage prepaid, addressed to the address set forth below or to such other address as the Parties hereto shall have last designated by notice in writing to the other Party as provided herein. Notice shall be deemed delivered on the date actually received.

Yale Community Library
C/O: Fort Vancouver Regional Library
2018 Grand Blvd
Vancouver, WA 98685

Port of Woodland
Attn: Executive Director
1608 Guild Road
Woodland, WA 98674

22. INTEGRATION; COUNTERPARTS

This Agreement, including the Exhibits referred to herein, contains the entire agreement of the parties hereto concerning the subject matter contained herein, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter which are not fully expressed herein. This Agreement may be modified only by a writing signed by the party against whom it is sought to be enforced. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement. Signatures to this Agreement delivered by electronic mail in portable document format (“PDF”) shall be valid and effective to bind the party so signing.

23. SURRENDER AT EXPIRATION.

Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall surrender the Premises in substantially as good condition as on the commencement of the Term, with the Fiber Optic System and any other equipment and personal property of Tenant removed, reasonable wear, tear, condemnation, and damage caused by casualty excepted.

24. ATTORNMENT.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or trust deed made by Landlord covering the Premises, upon request Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

25. SUBORDINATION TO MORTGAGES

This Lease, at Landlord’s option, shall be subordinate to the lien of any trust deed or mortgage subsequently placed upon the Premises, and to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. If requested by Landlord in writing, Tenant shall execute and deliver to Landlord a commercially reasonable subordination agreement whereby Tenant acknowledges and confirms the provisions of this Section 25.

26. PERSONAL PROPERTY TAXES; REAL PROPERTY TAXES.

Tenant shall pay when due all personal property taxes assessed against the Fiber Optic System and its personal property, equipment or trade fixtures located on the Property. If the Fiber Optic System increases the real property taxes assessed against the Library Party, Tenant shall reimburse Landlord for such increase within twenty (20) days after written demand by Landlord.

27. CONDEMNATION.

If the entire Premises is condemned, or if a portion is taken which causes the remainder to be unsuited to the use permitted under this Lease, then this Lease shall terminate as of the date upon which possession of the Premises is taken by the condemning authority. All condemnation proceeds shall belong to Landlord, except for any award specifically made to Tenant for moving expenses or the taking of Tenant's trade fixtures and personal property.

28. DAMAGE OR DESTRUCTION

In case of damage or destruction of the Library Property, Landlord shall have no obligation to restore the Library Property, and, if Library elects not to restore the Library Property, Library may terminate this Lease by written notice to Port. Repair, replacement, or restoration of the Fiber Optic System and any other fixtures, equipment and personal property owned by Port shall be the responsibility of Port.

29. LIENS

Tenant shall pay as due all claims for work done on or for services rendered or material furnished to the Premises on account of work done by or for Tenant, and shall keep the Library Property free from any liens created by or through Tenant. If Tenant fails to pay such claim or to discharge any lien, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord hereunder shall bear interest and be repaid by Tenant as provided in Section 12. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

30. WAIVER OF SUBROGATION

Neither party shall be liable to the other for any loss or damage which (a) would be insured against under the terms of any property insurance required to be carried under this Lease, or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required under this Lease, and there shall be no rights of subrogation by one party's insurance carrier against the other party arising out of any such loss or damage. Such waiver shall apply regardless of whether the claim is due to the negligence of a party or that party's agents, officers, employees or contractors.

{Signatures and Acknowledgments on following pages}

LIBRARY:

YALE VALLEY LIBRARY DISTRICT, a Washington
Public Agency

By: _____

Name: Tina Moir

Title: Chair, Board of Trustees

STATE OF WASHINGTON)
) ss:
COUNTY OF COWLITZ)

On this ___ day of _____ 2022 before me personally appeared Tina Moir, to me known to be the Chair of the Board of Trustees of the Yale Valley Library District, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2022.

NOTARY PUBLIC in and for the State of Washington,
residing at _____

My Commission expires: _____

EXHIBIT A

DESCRIPTION AND/OR DEPICTION OF PREMISES