



## **SPECIAL MEETING AGENDA**

### **CLALLAM COUNTY LAW LIBRARY BOARD**

**Board of Commissioners Small Conference Room**

**223 East 4<sup>th</sup> Street, Room 150**

**Port Angeles, Washington**

**May 14, 2025 – 12 p.m.**

The Clallam County Law Library Board meeting will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 836 9266 4344 and passcode: 12345 and use \*9 to raise your hand.

If you would like to participate in the meeting via Zoom video conference, visit [www.zoom.com](https://www.zoom.com) and use meeting ID: 836 9266 4344 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://clallamcountywa.gov/meetings>

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or [loni.gores@clallamcountywa.gov](mailto:loni.gores@clallamcountywa.gov)

#### **CALL TO ORDER, ROLL CALL**

#### **REVIEW AND APPROVAL OF AGENDA**

#### **PUBLIC COMMENT – Please limit comments to three minutes**

#### **APPROVAL OF MINUTES: January 30, 2025**

#### **BUSINESS ITEMS**

- Memorandum of Agreement update
- Resources update
- IT Departments update

#### **PUBLIC COMMENT – Please limit comments to three minutes**

#### **NEXT MEETING DATE – TBD**

#### **ADJOURNMENT**

**Law Library**

**Draft Minutes**

**January 30, 2025**



## CLALLAM COUNTY LAW LIBRARY BOARD MINUTES of January 30, 2025

### MEETING OF THE CLALLAM COUNTY LAW LIBRARY BOARD

Chair Judge Brent Basden called the special meeting to order at 12 p.m., January 30, 2025. Also present were Commissioner Mike French, Jesse Medlong, Shauna Rogers and Katie Krueger.

### REVIEW AND APPROVAL OF AGENDA

No objection

### APPROVAL OF MINUTES

- December 19, 2024

**ACTION TAKEN:** French moved to approve the minutes as presented, Basden seconded, mc

### BUSINESS ITEMS

- Response to the location of the Law Library at the Courthouse

Administrator Mielke spoke with the Prosecuting Attorney's Office regarding the location of the Law Library. It was determined that the Law Library does not need to be located at the courthouse. There were no concerns from the Board with moving forward relocating at North Olympic Library System NOLS.

- Resources update

Administrator Mielke report that all books were declared surplus. \$4,250.39 in fees have currently been used for disposal. Remaining Law Library books will be disposed once terminals are functioning at NOLS. Law Library Board held discussion.

Administrator Mielke reported on future proposed digital Law Library offerings. He noted action was taken by the Board to move forward with 2 dedicated terminals at NOLS with LexisNexis +Plus subscription. Total cost for the 1<sup>st</sup> year would be \$5,124. He briefed the board on a second LexisNexis digital library subscription. The digital library subscription is \$200 per month or \$2,400 per year. He noted there are added costs for additional titles or packages. Krueger questioned time limits of computer at NOLS. Erin Shields – NOLS commented that time limits is 60 minutes, and they can look into extending that time limit if needed.

- Memorandum of Agreement (MOA) update
- IT Department update

Administrator Mielke reported on Clallam County and NOLS IT Departments. He noted next steps are to execute the Memorandum of Agreement MOA, order equipment, amend LexisNexis contracts and work with LexisNexis to build a webpage. Discussion was held regarding Lexis Digital Library subscription, LexisNexis +Plus and additional free digital resources.

Administrator Mielke noted that next steps would be to finalize digital library offerings and budget. Authorize the Administrator to proceed with LexisNexis digital subscription, finalize the MOA with NOLS and pursue implementation with NOLS in setting up dedicated terminals. Law Library held discussion.

**ACTION TAKEN:** Medlong moved defer making the decision on what the additional material package would be from LexisNexis for the cost of \$12,000. For now, proceed with LexisNexis +Plus and free resources that are available, Rogers seconded, mc

**NEXT MEETING DATES** – May 14, 2025 at 12 p.m.

**ADJOURNMENT** - Meeting concluded at 1:03 p.m.

**Law Library**

**Business Items**

**MOA Update**

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**MEMORANDUM OF AGREEMENT  
BETWEEN  
CLALLAM COUNTY ("COUNTY" - Representing the Clallam County Law Library)  
AND  
North Olympic Library System (NOLS)**

This Memorandum of Agreement ("MOA") is made and entered into by CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "COUNTY") and the NORTH OLYMPIC LIBRARY SYSTEM (hereinafter called "NOLS"). The primary parties responsible are Noah Glaude, Executive Director of NOLS, and Todd Mielke, County Administrator on behalf of Clallam County and the Clallam County Law Library Board.

**I. PURPOSE & SCOPE**

This MOA outlines the commitments from both organizations to make available to the public Law Library resources in the form of "Legal Resource Center(s)" at locations operated by NOLS. The goal of this Agreement is to provide Clallam County residents with authoritative legal resources at multiple locations throughout the County during typical library operating hours, increase the legal literacy of Clallam County residents, and develop strong partnerships with information providers to serve our community.

**II. ROLES & RESPONSIBILITIES**

The COUNTY and NOLS will work collaboratively on all aspects of this project, including which locations to utilize, space allocations, collections, technology, launch, and ongoing evaluation.

The COUNTY will provide to NOLS the following items and resources:

1. Subscriptions to online legal resources, paid by the COUNTY, for access at each of the agreed upon library locations. It is the intent of the COUNTY to provide access to legal research materials through computer terminals located at specific library locations, plus access to digital legal library materials to be made available through the library's system (for both in-person and online patrons if possible).
2. Computer equipment necessary to access online legal resources at each of the agreed upon library locations.
3. A non-voting position on the Clallam County Law Library Board to provide input on the appropriate online legal subscriptions and collection materials recommended to optimize the purpose and scope of this Agreement.
4. IT support to repair and replace any computer equipment utilized in providing the described online access to legal resources.
5. An annual "administrative fee" of \$5,000 to provide financial resources to NOLS to support the operation of Legal Resource Center(s) through NOLS.
6. The Clallam County Law Library Board shall routinely review and recommend additional digital legal resources to be made part of the legal resources available through NOLS and shall be responsible for all purchase costs with such additional resources.

NOLS will provide the following items and resources:

1. Physical space necessary to host computer terminals and related equipment to access online legal resource subscription(s) – both paid and at no cost – approved by the Clallam County Law Library Board. Additionally, NOLS would provide access to printers connected to these terminals consistent with how printing access is allowed by NOLS patrons through any similar online access terminal(s).
2. Review and make recommendations to the Law Library Board of any no-cost digital legal resources and/or database links to be made available to NOLS patrons as part of the Legal Resource Center(s).
3. Initial IT support to provide general diagnostic information to the Clallam County IT Department when County-provided computer equipment is not functioning properly. The County IT Department will then be responsible for repairing or replacing damaged equipment. This is to reduce the amount of travel necessary to outlying branches of NOLS (i.e. Forks or Sequim).
4. NOLS will not sell any equipment or legal collection paid for by Clallam County without the prior written approval of Clallam County.

### III. GENERAL TERMS AND CONDITIONS

1. **Term of MOA:** Clallam County and NOLS agree that this MOA commences on March 4, 2025, or the date on which both parties sign as provided in Signatures below, whichever date is later, and ends when the MOA is terminated pursuant to the terms contained herein.
2. **Termination:** Clallam County or NOLS may terminate this MOA by providing written notice to the other party. Termination shall be effective 30 days from provision of such notice. Upon termination, all provisions contained herein end, and no expectation is made of both party's roles and responsibilities. Any monies due to either party up to the termination's date of effect shall be satisfied within 30 days. All equipment paid for by Clallam County will be made available for return to the County no later than 30 days after the date of termination.
3. **Indemnification and Hold Harmless:** The COUNTY shall protect, defend, indemnify, and hold NOLS, its officers, directors, trustees, employees, agents and representatives (collectively, the "NOLS Indemnitees") harmless from, and shall protect and defend, at its own expense, the NOLS Indemnitees from any claim or liability arising out of or related to the COUNTY's execution of, performance of, or failure to perform this contract; provided, however, that if such claim or liability is caused by or the result of the concurrent negligence of the COUNTY, its agents, employees, and/or officers and NOLS Indemnitees, this paragraph shall be valid and enforceable only to the extent of negligence of the COUNTY, its agents, employees, and/or officers; and provided further, that nothing in this paragraph shall require the COUNTY to indemnify, hold harmless, or defend the NOLS Indemnitees from any claims or liabilities caused by or resulting from the sole negligence of the NOLS Indemnitees.

4. **Non-Discrimination:** NOLS shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
5. **Entire Agreement:** This written Agreement represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.
6. **Renewal:** Upon termination of this MOA, NOLS and the COUNTY may elect to agree mutually to renew the purpose of the relationship through subsequent MOAs. Such MOAs may have any and all different provisions contained therein as compared to this MOA, and shall replace and supersede all provisions contained herein.

**IV. SIGNATURES:**

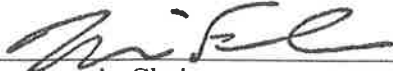
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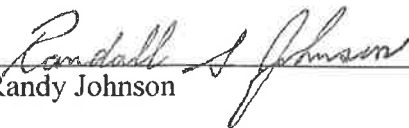
**SIGNATURES:**

On behalf of Clallam County

APPROVED this 4<sup>th</sup> day of march 2023 5<sup>th</sup>

**BOARD OF CLALLAM COUNTY COMMISSIONERS**

  
Mike French, Chair

  
Randy Johnson

  
Mark Ozias

ATTEST:

  
Loni Gores, CMC, Clerk of the Board

  
Approved as to Form, Clallam County  
Deputy Prosecuting Attorney



On behalf of NOLS

  
Noah Glaude, Executive Director

2-4-2025  
Date