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CITY RECORDER USE ONLY:

AGENDA ITEM #: F. 2.

MEETING DATE: 03/21/2022

FINAL ACTION: RESO 2022-18

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Colleen Winters, Library Director*

MEETING DATE: *March 21, 2022*

SUBJECT TITLE: *Renewal of WCCLS IGA*

ACTION REQUESTED:

☐ Ordinance

☐ Order

☒ X

☐ Resolution

☐ Motion

☐ Informational

X all that apply

ISSUE STATEMENT:

Washington County Cooperative Library Services (WCCLS) have worked with city and nonprofit partner agencies to revise the two intergovernmental agreement (IGAs) between the County and each member city or non-profit that cover information technology, roles and responsibilities, and library funding allocations for the next 3 years.

BACKGROUND:

Forest Grove is a founding member of the Washington County Cooperative Library Services (WCCLS). WCCLS is a partnership of Washington County, nine cities, and three non-profit associations that was formed to deliver countywide library services in 1976. This means that Washington County residents can use any of the 16 public library locations in the county, all using the same library card.

The WCCLS Executive Board (composed of City Managers and advisory to the Board of Commissioners) and the WCCLS Policy Group (composed of Library Directors and advisory to the Executive Board) have worked together over the past twelve months to revise and merge the two current intergovernmental agreements into one updated draft intergovernmental agreement (Agreement) that covers the period of July 1, 2022, through June 30, 2026. The revised draft Agreement is called the Public Library Network, Services, and Funding Agreement.

The changes to the new draft Agreement are principally housekeeping in nature and the funding formula has not changed. Forest Grove Library receives approximately 75% of its funding from WCCLS. The primary changes to the new draft Agreement are that it has a greater emphasis on data confidentiality and network security, improved clarity of roles and responsibilities for library

services, it identifies an ending fund balance strategy and target, and includes more specific library funding allocation language to assure the current formula is clear.

In addition, the new draft Agreement creates an Equity Fund to assure compliance with Title VI of the Civil Rights Act for libraries with WCCLS support and adds language about diversity, equity and inclusion. It also highlights the Executive Board's commitment to a reevaluation of the funding and governance, in advance of the next levy cycle which begins in FY26-27.

APPROVAL PROCESS:

The intergovernmental agreement is the same for each member city or non-profit so each member is being asked to pass the same Agreement. The draft Agreement was approved unanimously by the Executive Board on February 16. Once the draft Agreement is approved by each entity, it goes to the Board of Commissioners for final approval on June 7.

FISCAL IMPACT:

There is no fiscal impact of the new Agreement compared to the existing Agreement. The funding formula states that any year in which assessed value increases by 3% or more and the Washington County General Fund transfer to WCCLS is maintained at current levels, each member shall each receive an increase of 3% in the following year. The forecasted allocation for Forest Grove in FY 22-23 is \$957,727.

STAFF RECOMMENDATION:

Staff recommends that Council approve the renewal of this IGA.

ATTACHMENTS:

Public Library Network Services and Funding Agreement (Draft)

PowerPoint presentation re Public Library Network Services and Funding Agreement

RESOLUTION NO. 2022-18

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE THE
PUBLIC LIBRARY NETWORK SERVICES AND FUNDING AGREEMENT
BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY
COOPERATIVE LIBRARY SERVICES**

WHEREAS, Washington County has approved funding for county-wide library services and provide support for the county-wide network, and

WHEREAS, the Washington County Cooperative Library Services (WCCLS) Executive Board has been the representative for member libraries; and

WHEREAS, the Executive Board agreed to combine the two current WCCLS IGAs (Public Library Services Agreement (PLSA) and the Information Network Agreement) into one agreement, and

WHEREAS, the current Public Library Services Agreement (PLSA) expired on June 30, 2021; and an amendment to extend the current PLSA expires on June 30, 2022; and

WHEREAS, the governing bodies of the participants need to approve the Public Library Network Services and Funding Agreement attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council of the City of Forest Grove hereby approves the Public Library Network Services and Funding Agreement between the City of Forest Grove and Washington County Library Services (Attached as Exhibit A).

Section 2. The City Manager is hereby authorized to execute the agreement on behalf of the City of Forest Grove.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 21st day of March, 2022.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 21ST day of March, 2022.

Peter B. Truax, Mayor

**Public Library Network, Services, and Funding
Intergovernmental Agreement**

This Public Library Network, Services, and Funding Intergovernmental Agreement is made by and among Washington County, a home rule subdivision of the State of Oregon, on behalf of Washington County Cooperative Library Services, a department of Washington County, and the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

RECITALS

A. Washington County voters first approved a serial tax levy for public library service on May 25, 1976, which provided to all residents non-fee access to city libraries, community libraries, and county-operated support services and information technology to link libraries together into one system;

B. The Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries in Washington County;

C. The Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services;

D. WCCLS, as a department of Washington County governed by the Board of County Commissioners, will further the commitments made in the Board's Resolution on Diversity Equity and Inclusion of February 25, 2020 (set forth in EXHIBIT C "Board of County Commissioners Equity Resolution").

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1. "Bibliographic Record" means an entry in a bibliographic index (or a library catalog) which represents and describes a specific edition of a resource (but not a specific item). A Bibliographic Record contains the data elements necessary to help users identify that resource. A single Bibliographic Record can have multiple Item Records attached to it.

1.2. "Agreement" means this Public Library Network, Services, and Funding Intergovernmental Agreement.

1.3 "Assessed Value" has the same meaning as set forth in ORS 308.146 or any subsequent revision or amendment thereof.

1.4. "Circulation Record" means any document or record, however maintained, the primary purpose of which is to provide for control of the circulation or other use of library materials by the public. May identify a specific person as having requested or obtained specific materials from a library.

1.5. “Contractors” means the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association, and the Garden Home Community Library Association.

1.6. “County” means Washington County.

1.7. “Directory Services” means a distributed, hierarchical database structure maintained by WCCLS that shares infrastructure information for locating, securing, managing, and organizing computer and network resources including files, users, groups, peripherals, and network devices. It provides authentication and authorization functions, as well as providing a framework for other such services.

1.8. “Eligible Users” means all Washington County residents, residents of counties or cities with which Washington County has reciprocal borrowing agreements, as well as paying card holders.

1.9. “Emergency Support” means actions taken to address Contractor site-wide service outage of the Integrated Library System, WCCLS Wi-Fi, online catalog, self-check kiosks, automated materials handling units, WCCLS website, or the Internet.

1.10. “Full-Service Location” means a library location that is staffed during open hours and offers a full range of services, including but not limited to, access to the collection, public access computers, in-person assistance for the public, programs and events.

1.11. “Host” means any intelligent device connected to the WCCLS Information Network that is addressable by a network/transport protocol, including but not limited to, desktop and laptop computers, network printers, tablets, self-check kiosks, and routers.

1.12. “Inordinate Expansion” means expansion of the Wi-Fi network, software license count, or Host count which exceeds typical growth. Typical growth will not exceed a 15% increase in WCCLS issued software licenses, Wi-Fi access points, or any other material or service provided by WCCLS, over the life of the agreement.

1.13. “Integrated Library System” means an enterprise resource management system for a library, used to track cataloging (for example items owned), acquisitions (for example orders or invoices), circulation (for example check-in/out or hold requests), and manage administration (for example users, workstations, permissions, or settings).

1.14. “Item Record” means a record that allows for the location, circulation and inventory control of all items owned by a library. Item Records contain fields that indicate the unique barcode number, the shelf location of the item, its current temporary location, statistical fields used for reports, a field that helps determine circulation rules, and date fields and counters that track current and past activity. Multiple Item Records can be attached to a single Bibliographic Record.

1.15. “Jump Start” means a type of funding allocation from WCCLS to some Contractors, used in a prior agreement that expired June 30, 2022, set forth in EXHIBIT B “Prior Agreement.”

1.16. “MAN” or “Metropolitan Area Network” means a computer network that interconnects users with computer resources across a geographic region.

1.17. “Network” means the WCCLS Information Network.

1.18. “Network Maintenance” means any process deemed necessary to sustain the WCCLS Information Network throughout its operational life cycle. This may include, but is not limited to, hardware or software component upgrades, new software or hardware installs, hardware or software replacement, and integration of cloud-based information services.

1.19. “Nonprofit Corporation” has the same meaning as set forth in ORS 65.001(33) or any subsequent revision or amendment thereof.

1.20. “Party” or “Parties” means the County, WCCLS, the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

1.21. “Patron Record” means a document, record, or other method of storing information retained by a library that contains Personal Information and other information about a person, including but not limited to the person's name, address, or telephone number, or that identifies a person as having requested or obtained specific materials from a library.

1.22. “Personal Information” means:

1.22.1. Written or electronic information including a person's first name or first initial and last name in combination with any one or more of the following data elements, if encryption, redaction or other methods have not rendered the data elements unusable or if the data elements are encrypted and the encryption key has been acquired:

1.22.1.1. Social Security number;

1.22.1.2. Driver's license number or state identification card number issued by any state or country;

1.22.1.3. Passport number or other identification number issued by any country;

1.22.1.4. Financial account number, credit or debit card number in combination with any required security code, access code or password that would permit access to a person's financial account or any other information or combination of information that a person reasonably knows or should know would permit access to the person's financial account;

1.22.1.5. Data from automatic measurements of a person's physical characteristics, such as an image of a fingerprint, retina or iris, that are used to authenticate the person's identify in the course of a financial transaction or other transaction;

1.22.1.6. Health insurance policy number or health insurance subscriber identification number in combination with any other unique identifier that a health insurer uses to identify the person; or

1.22.1.7. Any information about a person's medical history or mental or physical condition or about a health care professional's medical diagnosis or treatment of the person.

1.22.2. A username or other means of identifying a person for the purpose of permitting access to the person's account, together with any other method necessary to authenticate the username or means of identification.

1.22.3. Any of the data elements or any combination of the data elements described in paragraphs 1.22.1 or 1.22.2 above without the person's username, or the person's first name and first initial and last name, if:

1.22.3.1. Encryption, redaction or other methods have not rendered the data element or combination of data elements unusable; and

1.22.3.2. The data element or combination of data elements would enable a person to commit identity theft against a person.

1.22.4. "Personal Information" does not include information in a federal, state or local government record, other than a Social Security number, that is lawfully made available to the public.

1.23. "Personal Information Breach of Security" means any unauthorized acquisition of computerized data that materially compromises the security, confidentiality, or integrity of Personal Information that a person maintains or possesses. It DOES NOT include an inadvertent acquisition of Personal Information by a person or the person's employee or agent if the personal information is not used in violation of applicable law or in a manner that harms or poses an actual threat to the security, confidentiality, or integrity of the Personal Information.

1.24. "Pool 1" means a type of funding allocation from WCCLS to all Contractors, used in a prior agreement that expired June 30, 2022, set forth in EXHIBIT B "Prior Agreement."

1.25. "Regular Support" means non-emergency assistance with the use of the WCCLS Network. This may include, but is not limited to, requests for new users, troubleshooting wired or wireless network connectivity for an existing host or staff member, configuration or upgrade of WCCLS licensed software, installation of a new network host, a WCCLS website information update request, or the general use of WCCLS licensed software or services.

1.26. "Revenue Contingent Allocation" means an allocation of funds to Contractors, contingent on actual revenue collected the prior fiscal year, as determined by the formula in paragraph 15.3.2 and its subparagraphs.

1.27. "Safe Harbor Languages" has the same meaning as set forth in Washington County's Language Assistance Administrative Policy number 207.

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1.28. “Volunteer” means any individual, organization or contractor who performs hours of service for Parties without promise, expectation, or receipt of compensation for services rendered, during such hours.

1.29. “WCCLS” (Washington County Cooperative Library Services) means a department of County government that exists to coordinate, contract for, or provide a full range of library and information services to Eligible Users.

1.30. “WCCLS Executive Board” means the Board established to advise the Board of County Commissioners and the Cooperative Library Services Manager on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long-term governance and funding strategies.

1.31. “WCCLS Information Network or Network” means the system that includes: the shared integrated library system software (including but not limited to the software that supports circulation, public access catalog, cataloging, serials control and acquisitions software); the wccls.org website and its resources; other databases and e-content provided by WCCLS for Contractors’ library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Contractors’ libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

1.32. “WCCLS Policies and Procedures” means collectively the policies and procedures adopted by the WCCLS Policy Group, which are written standards, methods, and guidelines that govern staff of Contractors and WCCLS, ensure the appropriate use of shared systems and facilitate the Parties in providing a consistent experience for library users.

1.33. “WCCLS Policy Group” means the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Manager.

1.34. “West Slope Community Library” means the Full-Service Location operated by Washington County.

2. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2022, through June 30, 2026, unless terminated pursuant to Section 16 of this Agreement.

3. MINIMUM OPERATING REQUIREMENTS FOR CONTRACTORS.

3.1. By receipt of funds from WCCLS, each Contractor agrees that Contractor’s library facilities will be open to the public at least 45 hours per week, and to employ at least one full-time employee. The Contractor will identify one point of contact from their organization for purposes of this agreement. West Slope Community Library will also meet these minimum operating requirements.

In addition, Contractors will meet the following requirements:

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3.1.1. Minimum conditions for public libraries with a service population of over 2,000 as laid out in Oregon Administrative Rule 543-010-0036 or any subsequent revision or amendment thereof;

3.1.2. Contractors that are Nonprofit Corporations will comply with all applicable State Statutes and Rules governing Oregon Nonprofit Corporations;

3.1.3. If any Contractor is not in compliance with the minimum operating requirements stated herein, including those set forth in paragraph 3.1 and OAR 543-010-0036, they shall notify WCCLS and arrive at a mutually agreeable timeline and plan to come into compliance.

4. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK. The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation. WCCLS shall have full ownership of all Network components and shall make the system available to Contractors.

4.1. RECORDS UPON TERMINATION OF THIS AGREEMENT. Upon termination of this Agreement pursuant to either paragraph 2 or paragraph 16 herein, Item Records entered into the Integrated Library System by Contractors and the associated Bibliographic Records, shall be exported upon request. Contractor shall pay all reasonable costs associated with providing records in digital format. Patron Records will not be provided to a Contractor upon termination of this Agreement.

5. PERSONAL INFORMATION AND CONFIDENTIALITY OF DATA. All Contractors have a responsibility to safeguard Personal Information in their care and to report to WCCLS a Personal Information Breach of Security. The Patron Records and Circulation Records in the Integrated Library System are exempt from public disclosure pursuant to ORS 192.355(23), and also must be protected pursuant to ORS 646A.600 through 646A.628 (Oregon Consumer Information Protection Act), which is enforced by the State of Oregon, Department of Consumer and Business Services. Violations may result in penalties up to a maximum of \$500,000 per occurrence.

5.1. APPROPRIATE USE OF PERSONAL INFORMATION. Except as otherwise required by law or court order, Contractors agree that they will not disclose Personal Information regarding a person, item circulation, or the use of library resources and services including, but not limited to, databases, e-content, public Internet terminal sessions, and wireless Internet access. Contractors agree that only trained, authorized library staff shall have access to such Personal Information records in the course of operating the system. While Volunteers may have access to components of the Network, they are not authorized to access Personal Information and accessing such information is in violation of this Agreement. Contractors may use name and address information for library purposes only in accordance with established WCCLS Policies and Procedures and Washington County Administrative Policy 506 "Personal Information Protection Policy".

5.2. REQUESTS FOR PERSONAL INFORMATION FROM OTHER AGENCIES. Contractors agree to forward to WCCLS all requests for personal and circulation information from law enforcement or other requestors in accordance with established WCCLS Policies and Procedures.

6. WCCLS INFORMATION NETWORK SERVICE AVAILABILITY. Network shall be available for use twenty-four (24) hours a day except for routine or emergency Network Maintenance. WCCLS will provide Contractors with prior notice of planned Network downtime if it will affect library operations during library business hours. No liability shall be assumed by WCCLS if Network experiences downtime.

6.1. NETWORK SUPPORT SCHEDULE. WCCLS staff shall be available to provide Regular Support and Emergency Support for the Network according to this schedule:

	Regular Support Begins	Regular Support Ends	Emergency Support Begins	Emergency Support Ends
Monday – Friday	9 am	5 pm	8 am	9 pm
Saturday – Sunday	none	none	10 am	6 pm
County observed & official holidays	none	none	none	none

7. WCCLS INFORMATION NETWORK DATA RECOVERY. WCCLS will duplicate at least daily all data maintained in the Network database. WCCLS will maintain back-up data on-site and off-site so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site. The purpose of the back-up is for emergency recovery if live data or the system is damaged or destroyed and is not for archival purposes.

8. DUTIES AND RESPONSIBILITIES OF WCCLS FOR THE NETWORK. WCCLS shall:

8.1. Purchase, and coordinate licensing of the Integrated Library System, personal computer reservation, and print management software to be installed and utilized by Contractor at Full-Service Locations.

8.2. Provide software updates to Contractors for software licensed by WCCLS for installation and utilization at member libraries.

8.3. Maintain and store all electronic information and communications created, processed, or stored in the conduct of Contractor business, on systems owned or operated by WCCLS, in compliance with Oregon Public Records Laws and civil litigation requirements.

8.4. Provide and maintain Directory Services to control access to the Network.

8.5. Provide private Internet Protocol (IP) subnetwork addresses and Domain Name System (DNS) resolution services for all Full-Service Locations. Contractor must utilize the WCCLS provided private IP subnetwork addresses when connecting Hosts to the Network.

8.6. Provide filtered and unfiltered Internet access to all Full-Service Locations.

8.7. Take steps to maintain security, up to and including terminating a connection between one or more Network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Contractors about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default

under section 10, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved, or the threat removed.

8.8. Provide and maintain Hosts that connect Full-Service Locations to the Network. These Hosts include a service provider switch that establishes connectivity to the provided MAN, a firewall that provides access controls and encryption between locations and services on the Network, an Ethernet switch that hands off to Contractor's internal switching hardware, Wi-Fi access points, a 15-amp uninterrupted power supply, and RFID security gates at established Full-Service Location entrances and exits.

9. DUTIES AND RESPONSIBILITIES OF CONTRACTORS FOR THE NETWORK. Contractors shall:

9.1. Provide, maintain, and administer cabling, equipment, software including operating systems and anti-malware, associated devices and Hosts within Contractor's building that are connected to the Network and not provided by WCCLS. Contractors will meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new copper data cabling.

9.2. Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided and maintained by WCCLS.

9.3. At a minimum, configure network devices that always comply with hardware, software and security requirements deemed necessary by WCCLS Network security policies. Hosts connected to the Network must be secured and supervised by Contractor staff during use. Contractor shall not allow public users to use staff Hosts. Every reasonable effort should be made so that Hosts connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.

9.4. Be responsible for system security by limiting access to staff accounts to trained, authorized staff and Volunteers, using individually assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, two-factor authentication, encryption of sensitive information, or locking workstations when not in use.

9.5. Contractors shall use WCCLS Directory Services to access the Network.

9.6. Contractor is prohibited from:

9.6.1. Attaching wireless bridges, routers, or access points to Network.

9.6.2. Using network address translation (NAT) on Network.

9.6.3. Adding any other network extenders or repeaters to the Network.

9.7. Make every reasonable effort to protect Network equipment and data from the impacts of negligence, abuse, theft or misuse. Contractor will reimburse WCCLS for the costs of repairing and or replacing damaged equipment on or associated with Contractor's premises.

9.8. Notify WCCLS at support@wccls.org within five business days that they have separated with an employee or Volunteer, so WCCLS can disable the user account to maintain Network security.

9.9. Provide an inventory of Network Hosts in Contractor's facility and connected to the Network upon request by WCCLS.

9.10. Conduct an inventory of licenses in use by the Contractor as requested by WCCLS staff.

9.11. Designate at least one person as the WCCLS contact concerning use of the Network. The contacts will be added to an email group that receive regular notifications about Network Maintenance and service availability. These contacts will also act as the liaison should WCCLS need to reach out immediately about the Network. Please email the contact's name, title, library location, email address, and telephone number to support@wccls.org.

10. DEFAULT ON AGREEMENTS RELATED TO THE WCCLS INFORMATION NETWORK.

10.1. DEFINITION OF DEFAULT. Each of the following shall constitute a default:

10.1.1. Material noncompliance with the terms of Paragraphs 3 through 9 of the Agreement or any policies or procedures adopted pursuant to this Agreement;

10.1.2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications;

10.1.3. Failure to maintain physical or system security protocols or procedures as directed by WCCLS.

10.2. NOTIFICATION OF DEFAULT. If a Contractor or WCCLS learns of a default, WCCLS or the Contractor, respectively, shall:

10.2.1. Advise the party in writing of the alleged default and any action required to cure the default;

10.2.2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.

10.3. FAILURE TO CURE DEFAULT BY CONTRACTOR. If a Contractor fails to cure the alleged default after WCCLS notifies the Contractor of the alleged default, WCCLS may, following written notice to the Contractor:

10.3.1. Prohibit Contractor from the use of the Network;

10.3.2. Take any action to cure or stop the default;

10.3.3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;

10.3.4. Terminate this Agreement as regards the defaulting Contractor.

10.4. FAILURE TO CURE DEFAULT BY WCCLS. If WCCLS fails to cure the alleged default after Contractor notifies WCCLS of the alleged default, contractor may, following written notice to WCCLS:

10.4.1. Take any action to cure or stop the default;

10.4.2. Recover any costs, expenses of disbursements incurred by Contractor to cure the default;

10.4.3. Terminate this Agreement as regards WCCLS.

10.5. EMERGENCIES. WCCLS may lock out a Contractor from the system without notice in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the system.

11. LIBRARY SERVICES TO BE PROVIDED BY WCCLS. WCCLS agrees to provide the following services to Contractors and/or Eligible Users:

11.1. Provide and maintain Integrated Library System including maintaining bibliographic and patron data; provide training resources to Contractors to support usage of the Integrated Library System;

11.2. Provide and maintain Bibliographic Records and authority records for the catalog. Monitor and evaluate services to maintain quality Bibliographic Records;

11.3. Purchase item inventory tags, security tags and library cards and distribute for use by Contractors;

11.4. Provide and maintain online catalog interface for the public at wccls.org; provide training resources to Contractors to support usage of the public catalog interface;

11.5. Provide and maintain events calendar interface for the public at wccls.org;

11.6. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;

11.7. Purchase and provision of system-wide digital collections authenticated via wccls.org and training resources to Contractors to support those collections;

11.8. Facilitation of interlibrary loan borrowing from and lending to libraries outside of Washington County;

11.9. Engagement with and/or services for underserved populations in Washington County, which can include but is not limited to incarcerated persons, immigrants and refugees, those experiencing houselessness, those whose first language is not English, people with disabilities, young children, etc.

11.10. Library mail service program;

11.11. Coordinating work with libraries and WCCLS to meet shared strategic goals, which can include but is not limited to online countywide patron support, materials to support library programming, central storage facilities, collaborative work groups, etc.;

11.12. Coordination and analysis of countywide communication campaigns;

11.13. Reciprocal borrowing with other metropolitan area public libraries and Oregon Library Passport Program participating libraries;

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11.14. Planning for long-term growth and development of countywide library services;

11.15. Other services to address strategic goals as agreed upon by the Parties.

12. ADDITIONAL WCCLS SUPPORT FOR CONTRACTORS. WCCLS support for any new automated or in-person or remote service points, building expansions, security gates, annexes, Inordinate Expansion of Network, or digital resources will be negotiated separately from this agreement and a signed letter of agreement must be executed prior to WCCLS committing staff, fiscal, or material resources to those projects.

13. LIBRARY SERVICES TO BE PROVIDED BY CONTRACTORS. Contractor agrees to provide the following services to WCCLS and/or Eligible Users. Each contractor and West Slope Community Library:

13.1. Agrees to ensure the same level of access to materials, resources and services for all Eligible Users;

13.2. Will not charge Eligible Users a fee for the check out or renewal of library materials;

13.3. Shall apply all fees and policies uniformly to all Eligible Users. Such fees may include special service fees;

13.4. Shall abide by shared Policies and Procedures as agreed upon by the WCCLS Policy Group;

13.5. Shall take full responsibility for linking item information for Contractor's holdings to Bibliographic Records in the catalog; and for meeting cataloging standards as outlined in the Policies and Procedures;

13.6. Shall only distribute library cards provided by WCCLS to library users;

13.7. Shall clearly identify its cooperative membership in its own public communications or publicity materials using approved WCCLS branding and membership language;

13.8. Shall clearly credit WCCLS when promoting resources and services provided by WCCLS using approved WCCLS branding and language.

14. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT. It is the policy of Washington County that no person shall be denied the benefits of or be subjected to discrimination in any program, service, or activity provided by County personnel, contractors, or consultants on the grounds of race, color, national origin, English proficiency, age, disability, religion, marital status, familial status, sex, gender, gender identity, sexual orientation, or source of income. It is the policy of Washington County that contractors and subrecipients acknowledge that they are aware of federal, state, and local non-discrimination requirements. Washington County contracts and subrecipient agreements include the non-discrimination clauses required by federal statute and executive orders and their implementing regulations.

14.1. CONTRACTOR COMPLIANCE. Contractors and West Slope Community Library will:

14.1.1. Post notice that free language assistance is available;

14.1.2. Use document translation and/or interpretation services upon request of the user;

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14.1.3. Ensure that library card applications are available to users in Safe Harbor Languages, at a minimum printing them upon request;

14.1.4. Post notice and make interpretation services available for any public meetings related to library governance, such as library advisory boards.

14.2. WCCLS COMPLIANCE. WCCLS will:

14.2.1. Provide signage to libraries of Contractors indicating that free language assistance is available;

14.2.2. Provide access to translation and interpretation services to the libraries of Contractors who do not already have access to this service;

14.2.3. Provide library card applications in Safe Harbor Languages;

14.2.4. Work towards providing library notices (especially bills) and the online payment interface in Safe Harbor Languages.

15. FUNDING ALLOCATIONS. As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in this section.

15.1. PURPOSE OF FUNDS. By receipt of funds from WCCLS, each Contractor agrees to expend those funds to provide library services according to Contractor's established policies, and to ensure that Contractor's library facilities are open for public use by all Eligible Users. Contractors must spend all funds received from WCCLS on library operations. Funds received from WCCLS cannot be used for new building construction, building expansion, or land acquisition. Funds may be used for building lease costs.

15.2. FUND BALANCE. The Board of County Commissioners, WCCLS and the Contractors are committed to a strategy that balances fiscal prudence with service delivery to meet community needs. WCCLS will maintain a minimum fund balance of three months of total annual expenditures. As projected annual expenditures increase, the total minimum fund balance will increase proportionately.

15.3. FUNDING DISTRIBUTION. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in Section 15 and based on figures set forth in EXHIBIT A "Funding Distributions." Funding distributions to Contractors shall be provided through the following mechanisms.

15.3.1. LIBRARY OPERATIONS ALLOCATION. This is the primary mechanism to provide funding to Contractors and incorporates the Pool 1 and Jump Start allocations from the prior agreement, set forth in EXHIBIT B "Prior Agreement." In any year in which Assessed Value increases by 3% or more and the Washington County General Fund transfer to WCCLS is maintained at current levels, Contractors shall each receive an increase of 3% in the following year. The projected Assessed Value growth rate for the next fiscal year is provided in November or December. Should the projected Assessed Value growth rate be less than 3% in any year, WCCLS will notify Contractors as soon as possible and no later than January 31 of the next year.

15.3.2. REVENUE CONTINGENT ALLOCATION. This is a mechanism to provide an additional funding allocation to Contractors should actual revenue be higher than projected; it is contingent on the actual revenue collected in the prior fiscal year. This mechanism replaces Pool 2 from the prior agreement set forth in EXHIBIT B “Prior Agreement.” Should the Revenue Contingent Allocation amount (forecasted or actual) be less than \$25,000, the WCCLS Policy Group will recommend to the WCCLS Executive Board an initiative of mutual benefit to use the Revenue Contingent Allocation funds, rather than distributing the funds to Contractors.

15.3.2.1. FORECASTED REVENUE CONTINGENT ALLOCATION. Each November or December, the County Finance department provides property tax revenue projections. Each year, WCCLS will provide Contractors with a Forecasted Revenue Contingent Allocation amount for their budget planning purposes as soon as possible and no later than January 31 with the following formulas:

15.3.2.1.1. TOTAL FORECASTED REVENUE CONTINGENT ALLOCATION.
[County General Fund Transfer + Projected Local Option Levy Revenue + Delinquent Taxes] – [Library Operations Allocation + WCCLS Operation Budget] = Total Forecasted Revenue Contingent Allocation

15.3.2.1.2. EACH CONTRACTOR’S FORECASTED REVENUE CONTINGENT ALLOCATION. [100% of Total Forecasted Revenue Contingent Allocation / Total Number of Full-Service Locations excluding those operated by Washington County] x [Number of Full-Service Locations operated by Contractor] = Each Contractor’s Forecasted Revenue Contingent Allocation.

15.3.2.2. ACTUAL REVENUE CONTINGENT ALLOCATION. Each October, the actual property tax revenue collected in the prior fiscal year is available. WCCLS will provide Contractors with a total Actual Revenue Contingent Allocation amount with the following formulas:

15.3.2.2.1. TOTAL ACTUAL REVENUE CONTINGENT ALLOCATION.
[County General Fund Transfer + Actual Local Option Levy Revenue + Delinquent Taxes] – [Library Operations Allocation + WCCLS Operation Budget] = Total Actual Revenue Contingent Allocation

15.3.2.2.2. EACH CONTRACTOR’S TOTAL REVENUE CONTINGENT ALLOCATION. [100% of Total Revenue Contingent Allocation / Total Number of Full-Service Locations excluding those operated by County] x [Number of Full-Service Locations operated by Contractor] = Each Contractor’s Revenue Contingent Allocation.

15.3.2.3. DISTRIBUTION OF REVENUE CONTINGENT ALLOCATION. WCCLS will request approval from the Board of County Commissioners to distribute the Actual Revenue Contingent Allocation to the Contractors. Authorized funds will be distributed in the next quarterly payment period.

15.3.3. EQUITY FUNDS. To achieve progress toward the Board of County Commissioners' equity goals, WCCLS will set aside funds to target the following areas. Equity funds will not impact Library Operations Allocations.

15.3.3.1. Supporting Contractors in compliance with Title VI of the Civil Rights Act by providing access to translation and interpretation services, identifying countywide vital documents and services, and making those documents available in target languages.

15.3.3.2. Commencing a multi-year process to analyze cooperative governance and funding structures, including data analysis, community indicators, and community and stakeholder engagement. Evaluating the funding structure and recommending solutions to address inequities with future library funding allocations and services. Planning for the structural and funding investments needed during the next levy. Contracting with firms to support this evaluation and engagement work.

15.3.3.3. Supporting other Countywide equity initiatives. The WCCLS Executive Board will create a task force to develop a process to allocate remaining Equity Funds to achieve countywide library service equity goals.

15.3.4. ONLINE FEE PAYMENT REVENUE. WCCLS provides a central online portal for the public to pay fees for lost and damaged materials. Online fee payment revenue, after deducting vendor processing expenses, will be allocated to fund WCCLS' digital content budget.

15.3.5. ADJUSTMENTS IN FUNDING DISTRIBUTIONS. Notwithstanding any other provision of this agreement or Exhibit A, WCCLS reserves the right to adjust distributions for the Library Operations Allocation to maintain a minimum fund balance of three months of total annual expenditures. Should the fund balance fall below three months of total annual expenditures, WCCLS will reduce amounts distributed to each Contractor in an amount proportionate to each Contractor's percentage of the total amount available for payment, as necessary to maintain a minimum fund balance of three months of total annual expenditures.

15.3.5.1. NOTIFICATION OF ADJUSTMENTS. WCCLS shall notify the Contractors in writing of any adjustments under this Section as soon as possible and no later than January 31. If reductions in revenue are necessary after the beginning of a fiscal year, County shall give sixty (60) days notification to Contractors, if possible.

15.3.6. DISTRIBUTION SCHEDULE. WCCLS shall make quarterly distributions to all contractors as follows: July 15, 2022 for city Contractors and July 1, 2022 for nonprofit Contractors. For all contractors: October 15, 2022, January 15, 2023, April 15, 2023, July 15, 2023, October 15, 2023, January 15, 2024, April 15, 2024, July 15, 2024, October 15, 2024, January 15, 2025, April 15, 2025, July 15, 2025, October 15, 2025, January 15, 2026, and April 15, 2026.

15.3.7. FINANCIAL REPORTING.

15.3.7.1. WCCLS shall provide Contractors with a copy of the County's annual audit, upon request by Contractors.

15.3.7.2. Contractors which are cities shall provide a copy of the City's annual audit, upon request by WCCLS.

15.3.7.3. Contractors which are Nonprofit Corporations shall provide a copy of an audit which is the result of an annual review of the Contractor's financial statements made by an independent certified public accountant, in accordance with standards of the American Institute of Certified Public Accountants. A copy of the audit shall be supplied by December 31st of each year to WCCLS via email to accounting@wccls.org. Contractors which are Nonprofit Corporations are encouraged to review and ensure that the Oregon Department of Justice's financial control recommendations for small nonprofits are implemented.

16. TERMINATION.

16.1. County may terminate this Agreement upon sixty (60) days written notice for a termination date no sooner than the end of the current fiscal year, if it determines, in good faith through an open, public process, that the public interest would be served by such termination, or adequate funds are not available.

16.2. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice if Contractor determines, in good faith through an open, public process, that the public interest in its jurisdiction or area of service would be served by such termination.

16.3. County and each Contractor may terminate participation in this Agreement separately, and Agreements between remaining Parties and County shall remain in effect.

16.4. If Contractor terminates its participation in the Agreement, the County shall distribute funds to the Contractor prorated to the date of termination.

17. INSURANCE. Each Contractor shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents.

17.1. For Contractors which are cities, the insurance coverage shall cover the minimum amount specified in ORS 30.271.

17.2. For Contractors which are Nonprofit Corporations, certification of insurance meeting the County's minimum requirements as set forth in EXHIBIT D "Insurance Requirements Summary Form," shall be provided to WCCLS, and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds. Annual renewal certificates of insurance shall be submitted promptly to WCCLS via email to accounting@wccls.org.

18. COMPLIANCE WITH APPLICABLE LAWS. The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

18.1. Equal Opportunity Contractor shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by County.

18.2. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. As applicable, the Contractor agrees to:

18.2.1. Make payment promptly, as due, to all persons supplying to Contractor, labor or material for the performance of the work provided for in this Agreement;

18.2.2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;

18.2.3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and

18.2.4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. INDEMNIFICATION. Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

20. DEBT LIMITATION. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

21. INDEPENDENT CONTRACTOR. Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

22. NOTICE. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

PUBLIC LIBRARY NETWORK, SERVICES, AND FUNDING INTERGOVERNMENTAL AGREEMENT

23. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

24. CAPTIONS. Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the Parties hereto.

25. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

26. AMENDMENT. This Agreement may only be amended in writing and signed by all of the Parties.

SIGNATURES

For Washington County

Approved as to form:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

For Contractor

Approved as to form:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: LIBRARY OPERATIONS ALLOCATION FORECAST

EXHIBIT A: LIBRARY OPERATIONS ALLOCATION FORECAST

Library Operations Allocation	Budgeted FY21-22 allocation	Forecasted FY22-23 allocation	Forecasted FY23-24	Forecasted FY24-25	Forecasted FY25-26
Aloha Community Library	\$ 546,364.00	\$ 562,755.00	Forecast to increase by 3% from previous fiscal year unless otherwise indicated by WCCLS.	Forecast to increase by 3% from previous fiscal year unless otherwise indicated by WCCLS.	Forecast to increase by 3% from previous fiscal year unless otherwise indicated by WCCLS.
Banks Public Library	\$ 238,853.00	\$ 246,019.00			
Beaverton City Library	\$ 6,365,505.00	\$ 6,556,470.00			
Cedar Mill Community Library	\$ 4,707,945.00	\$ 4,849,183.00			
Cornelius Public Library	\$ 570,387.00	\$ 587,499.00			
Forest Grove City Library	\$ 929,832.00	\$ 957,727.00			
Garden Home Community Library	\$ 570,557.00	\$ 587,674.00			
Hillsboro Public Library	\$ 5,801,267.00	\$ 5,975,305.00	See Section 15 of the Agreement for reference.	See Section 15 of the Agreement for reference.	See Section 15 of the Agreement for reference.
North Plains Public Library	\$ 195,589.00	\$ 201,457.00			
Sherwood Public Library	\$ 981,840.00	\$ 1,011,295.00			
Tigard Public Library	\$ 4,022,207.00	\$ 4,142,873.00			
Tualatin Public Library	\$ 1,786,052.00	\$ 1,839,634.00			
Totals	\$ 26,716,398.00	\$ 27,517,891.00			

The amounts in the *Forecasted FY22-23 allocation column* are pending Board of County Commissioners adoption of the FY22-23 budget.

EXHIBIT B: PRIOR AGREEMENT

AGENDA	
WASHINGTON COUNTY BOARD OF COMMISSIONERS	
Agenda Category:	<u>Consent – Cooperative Library Services</u>
Agenda Title:	<u>APPROVE PUBLIC LIBRARY SERVICES AGREEMENT FY16-17 THROUGH FY20-21</u>
Presented by:	<u>Eva Calcagno, Cooperative Library Services Director</u>
SUMMARY: Background: The Public Library Services Agreement defines the responsibilities of the Washington County Cooperative Library Services (WCCLS) and the nine cities and three non-profit organizations that provide public library service to county residents. The agreement also outlines the central support services provided by WCCLS to member libraries, and serves as the primary vehicle for distribution of county funds to public library service providers. With the passage of the 2015 WCCLS Levy, there will be twelve contractors: the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Aloha, Cedar Mill and Garden Home community library associations. The action requested is approval of a new five-year Agreement, replacing the current Agreement (MO#11-165). The WCCLS Executive Board has recommended adoption of this new Agreement for the term covering the same five-year period as the WCCLS Local Option Levy, July 1, 2016 through June 30, 2021. Because WCCLS revenues are linked to increases in property taxes and assessed value, the proposed Agreement includes a two-pool funding distribution formula. Pool One would provide each contractor an annual increase of 3% for the term of the Agreement (assuming County Assessed Value increases at least 3%). Pool One distributions are included below. If WCCLS annual revenues exceed 3%, the WCCLS Executive Board could choose to distribute additional funds in Pool Two to member libraries or to address projects of countywide benefit. This would be done in a separate distribution and presented to your Board for approval. The agreement has been distributed to all contractors, and has been approved or is scheduled for local council approval in June. (continued) DEPARTMENT'S REQUESTED ACTION: Approve the Public Library Services Agreement for FY16-17 through FY20-21 including Pool 1 funding distributions.	
COUNTY ADMINISTRATOR'S RECOMMENDATION: I concur with the requested action. APPROVED WASHINGTON COUNTY BOARD OF COMMISSIONERS MINUTE ORDER # <u>16-171</u> DATE <u>6-21-16</u> BY <u>Barbara Hejmanek</u> C. CLERK OF THE BOARD Agenda Item No. <u>2.v.</u> Date: <u>06/21/16</u>	

Exhibit A: Funding Distributions
WCCIS Public Library Pool 1 Funding For FY16-17 through FY20-21, with one-time adjustment in FY16-17

Library	FY15-16 Distribution	APPLY 4% Increase to "catch up"	3% annual increases ->					\$ increase over 5 yrs	% incr over 5 yrs
			FY16-17 Distribution (with base adjustments)	FY17-18 Distribution	FY18-19 Distribution	FY19-20 Distribution	FY20-21 Distribution		
Aloha			\$ 425,000	\$ 450,000	\$ 500,000	\$ 515,000	\$ 530,450		
Banks	\$ 135,596	\$ 141,020	\$ 167,705	\$ 172,737	\$ 177,919	\$ 183,256	\$ 188,754	\$ 53,158	39.2%
Beaverton	\$ 4,934,347	\$ 5,131,720	\$ 5,490,941	\$ 5,655,669	\$ 5,825,339	\$ 6,000,099	\$ 6,180,102	\$ 1,245,756	25.2%
Cedar Mill	\$ 3,645,857	\$ 3,791,691	\$ 3,981,275	\$ 4,100,714	\$ 4,223,735	\$ 4,350,447	\$ 4,480,961	\$ 835,104	22.9%
Cornelius	\$ 178,194	\$ 185,321	\$ 205,707	\$ 211,878	\$ 218,234	\$ 224,781	\$ 231,525	\$ 53,331	29.9%
Forest Grove	\$ 734,507	\$ 763,887	\$ 802,081	\$ 826,144	\$ 850,928	\$ 876,456	\$ 902,750	\$ 168,243	22.9%
Garden Home	\$ 379,103	\$ 394,267	\$ 413,980	\$ 426,400	\$ 439,192	\$ 452,368	\$ 465,939	\$ 86,836	22.9%
Hillsboro	\$ 4,582,623	\$ 4,765,928	\$ 5,004,224	\$ 5,154,351	\$ 5,308,981	\$ 5,468,251	\$ 5,632,298	\$ 1,049,675	22.9%
North Plains	\$ 104,437	\$ 108,614	\$ 168,717	\$ 173,778	\$ 178,992	\$ 184,361	\$ 189,892	\$ 85,455	81.8%
Sherwood	\$ 775,590	\$ 806,613	\$ 846,944	\$ 872,352	\$ 898,523	\$ 925,479	\$ 953,243	\$ 177,653	22.9%
Tigard	\$ 3,238,976	\$ 3,368,535	\$ 3,469,591	\$ 3,573,679	\$ 3,680,889	\$ 3,791,316	\$ 3,905,055	\$ 666,079	20.6%
Tualatin	\$ 1,410,865	\$ 1,467,300	\$ 1,540,664	\$ 1,586,884	\$ 1,634,491	\$ 1,683,526	\$ 1,734,031	\$ 323,167	22.9%
West Slope	\$ 743,265	\$ 772,996	\$ 796,186	\$ 820,071	\$ 844,673	\$ 870,013	\$ 896,114	\$ 152,849	20.6%
Totals	\$ 20,863,358	\$ 21,697,893	\$ 23,313,017	\$ 24,024,657	\$ 24,781,897	\$ 25,525,354	\$ 26,291,114	\$ 5,427,756	26.0%

Basic Library Threshold: (Included in FY16-17 distributions)		
Open 45 hours per week, 1FTE position (Director)		
Library	Net additional	
North Plains	\$ 50,327 (Gets NPPL 1FTE Director)	
Banks	\$ 16,814 (gets BAL 3 more hrs/week)	
Total	\$ 67,141	

Public Library Services Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", on behalf of Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association, hereinafter referred to as "Contractor(s)." County and Contractors are collectively known as "the Parties." WHEREAS, Washington County has approved funding for countywide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS the Parties originally entered into this Agreement in 1976 and the Agreement has had subsequent amendments and renewals including the last one entered into on June 21, 2011 (MO #11-165); and

WHEREAS, the Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, the Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Contractors' staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Contractors and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

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- C. Qualified Borrowers – All Washington County residents, residents of counties or cities with which Washington County has reciprocal borrowing agreements, and paying card holders.
- D. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is a Contractor.
- E. Oregon Public Library Statistical Report – The report mandated by ORS 357.520, containing statistics and provided on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.
- F. WCCLS Executive Board – the board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- G. WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016 through June 30, 2021, except as otherwise provided in Section 11 of this Agreement.

3. FUNDS

As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in Section 5 and the Payment Schedule set forth in Section 7.

By receipt of funds from WCCLS each Contractor agrees to expend those funds to provide library services according to Contractor's established policies, and to ensure that Contractor's library facilities are open for public use by all Qualified Borrowers. Contractors must spend all funds received from WCCLS on the provision of library services.

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4. MINIMUM OPERATING REQUIREMENTS

By receipt of funds from WCCLS each Contractor agrees that Contractor's library facilities will be open to the public at least 45 hours per week, and to employ at least one full-time employee who will serve as the primary contact with WCCLS.

5. FUNDING DISTRIBUTION

A. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in this Section and based on figures set forth in EXHIBIT A "Funding Distributions."

B. Payments to Contractors shall be budgeted in three (3) funding distribution pools.

1. Pool One. If the countywide assessed value increases at least 3% annually, for FY2016-17 the total amount in Pool One shall be \$23,313,017 as identified in EXHIBIT A. Thereafter, if countywide assessed value increases at least 3% annually Contractors shall each receive increases of 3% on an annual basis for the Term of this Agreement.
2. Pool Two. After actual County assessed valuation, tax levies and taxes are certified, County will determine WCCLS revenue which is subject to adjustment to actual revenue. WCCLS will use the WCCLS actual revenue to first fully fund Pool One distributions and budgeted WCCLS support and outreach services, including the Jump Start Operating Fund. WCCLS may then allocate additional funds to Pool Two. The WCCLS Executive Board shall recommend whether funds from Pool Two shall be distributed to Contractors, and if so, on what basis. Typically, the WCCLS Executive Board shall make the recommendation in February of each year. Any distribution of funds from Pool Two shall be distributed on a separate schedule from Pool One.
3. Jump Start Operating Fund. WCCLS shall create a third funding pool and use funds from this pool to support Contractors that physically expand a library building or add a new library branch during the term of this Agreement. Funds shall be allocated to support the operations of said expansions. WCCLS shall allocate funds through an application process created by the WCCLS Executive Board. Funds from this third funding pool will be added to the Contractor's Pool 1 base allocation at the beginning of the next Agreement term.

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6. ADJUSTMENTS IN PAYMENTS

- A. WCCLS may adjust payments if funding for payments noted in 5.B.1 is less than projected. WCCLS will reduce amounts paid to each Contractor in an amount proportionate to each library's percentage of the total amount available for payment.
- B. WCCLS shall notify the Contractors in writing of any adjustments under this Section after the County adopts the budget for the subsequent fiscal year. If reductions in revenue are necessary after the beginning of a fiscal year, County shall give sixty (60) days notification to Contractors, if possible.

7. PAYMENT SCHEDULE

- A. WCCLS shall make payments to those Contractors that are cities as follows:
 - 1. 80% (eighty percent) of the total annual payment shall be made on or before December 31; and
 - 2. 20% (twenty percent) of the total annual payment shall be made on or before April 15.
- B. Notwithstanding paragraph 7.A above, a city not formerly a party to a Public Library Services Agreement with WCCLS, that establishes a public library and becomes a party to this Agreement, shall be entitled to receive payment on a monthly basis during the term of this Agreement. The monthly payment shall be 1/12 of the total annual payment. In addition, WCCLS agrees that any city to which this subsection applies shall be entitled to receive monthly payments for the entire term of any renewal or successor agreement to which it becomes a party, provided funds are available.
- C. WCCLS shall make payments to those Contractors that are community libraries, specifically Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association and the West Slope Community Library, on a monthly basis. The monthly payment shall be 1/12 of the total annual payment.

8. SPECIAL LIBRARY FUND

County, on behalf of WCCLS, shall maintain a Special Library Fund that shall include:

- A. Any remaining funds from a previous year which shall be carried over to the next year;
- B. All property tax collections made under all County library local option levies;

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- C. All transfers of county general funds made to WCCLS;
- D. All interest earnings on the Special Library Fund, in accordance with ORS 294.080(1); and
- E. Other revenues for library services.

9. SERVICES TO BE PROVIDED BY WCCLS

WCCLS agrees to provide the following central support and outreach services to Contractors and West Slope Community Library:

- A. Reciprocal borrowing with other metropolitan area public libraries and Oregon Library Passport Program participating libraries;
- B. Coordination of countywide library services among Contractors and with regional and state library service providers;
- C. Coordination of selection and purchase of shared electronic products available through WCCLS.org, coordination of training and education for adult services staff, coordination of countywide adult programming such as Summer Reading, and interlibrary loan borrowing from and lending to libraries outside of Washington County;
- D. Outreach services to special populations of Washington County residents, including, but not limited to, circulation of materials to those who cannot get to a public library (homebound), information and education about library-related services for child care providers and the children in their care, Latino and other cultural communities.
- E. Coordination and support of countywide youth services, including Summer Reading Programs and shared resources, coordination of training and education of youth services staff;
- F. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;
- G. Planning for long-term growth and development of countywide library services;
- H. Operation and maintenance of the WCCLS Information Network as defined in the WCCLS Information Network Agreement; and
- I. Other services to address Long Range Service Plan goals as agreed upon by the Parties.

10. SERVICES TO BE PROVIDED BY CONTRACTORS

- A. Each Contractor agrees to ensure equity of access to materials, resources and services for all Qualified Borrowers.
- B. Qualified Borrowers will not be charged a fee for the initial circulation or renewal of library materials.
- C. Each Contractor shall apply all fees and policies uniformly to all Qualified Borrowers. Such fees may include special service and overdue fees.
- D. Each Contractor shall designate a staff member who will work with WCCLS and administer this Agreement on behalf of Contractor. Contractor shall authorized the staff member to receive and give any

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notices that may be required under this Agreement. Unless otherwise designated, this shall be the Library Director for each Contractor.

- E. Each Contractor shall meet all requirements for Level 5 Libraries as defined in the Admission of New Public Libraries to Washington County Cooperative Library Services, as approved by the WCCLS Executive Board May 23, 2012 and subsequent revisions.
- F. Each Contractor shall abide by shared policies and procedures as agreed upon by the WCCLS Policy Group.
- G. Each Contractor shall identify its membership in WCCLS through identification marks, and through public communications in selected library printed materials, websites or other publicity materials.

11. RECORD KEEPING

- A. WCCLS shall provide each Contractor with a copy of the County's annual audit, upon request by Contractor.
- B. Each Contractor shall provide WCCLS with a copy of Contractor's annual audit. For purposes of this Section, the following requirements shall apply:
 - 1. For Contractors which are cities, the audit shall be that of the city, and shall be supplied upon request of WCCLS.
 - 2. For Contractors which are community libraries (specifically Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association), the audit shall be the result of an annual review of the Contractor's financial statements made by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants, and shall be supplied by December 31st of each year to WCCLS.
- C. Each Contractor shall provide WCCLS with a copy of its Oregon Public Library Statistical Report.

12. TERMINATION

- A. County may terminate this Agreement upon sixty (60) days written notice for a termination date no sooner than the end of the current fiscal year, if it determines, in good faith through an open, public process, that:
 - 1. The public interest would be served by such termination; or
 - 2. Adequate funds are not available.
- B. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice, if Contractor determines, in good faith, that:
 - 1. The public interest in its jurisdiction or area of service would be served by such termination; or

Public Library Services Agreement 2016

2. Appropriated funds for Contractor are less than the amount reasonably anticipated.

C. County and each Contractor may terminate participation in this Agreement separately, and Agreements between remaining parties and County shall remain in effect.

D. If Contractor terminates its participation in the Agreement, the County shall distribute funds to the Contractor prorated to the date of termination.

13. INSURANCE

Each contractor to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Contractors which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

A. Equal Opportunity Contractor shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by County.

B. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:

1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement:

Public Library Services Agreement 2016

3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. NOTICE

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

18. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

19. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

Public Library Services Agreement 2016

20. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

21. AMENDMENT

This Agreement may only be amended in writing and signed by all of the Parties.

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 16-171

DATE 6-21-16

BY Barbara Hightmanek
CLERK OF THE BOARD

Public Library Services Agreement, 5/6/2016 9

EXHIBIT C: BOARD OF COUNTY COMMISSIONERS EQUITY RESOLUTION

IN THE BOARD OF COUNTY COMMISSIONERS

FOR WASHINGTON COUNTY, OREGON

In the Matter of Adopting a Resolution on)
Diversity, Equity and Inclusion)
)
) No. _____

This matter having come before the Washington County Board on February 25, 2020, and

It appearing to the Board that:

Whereas, the government of Washington County is of and for all the people of
Washington County; and

Whereas, Washington County is one of the most racially and ethnically diverse counties in
the State of Oregon, and this diversity fuels innovation and supports robust communities and a
rich cultural life in the county, the State of Oregon and the nation; and

Whereas, areas and regions of the country that are more racially and ethnically diverse
enjoy stronger economies – and often, better social and health outcomes – than those that are
less diverse; and

Whereas, we, the Washington County Board of Commissioners, recognize Oregon's and
America's long history of racial discrimination, and the many barriers in our county that impede
diversity, equity and inclusion; and

Whereas, Washington County residents of color, on average, experience higher rates of
poverty and unemployment, and have lower median incomes than the county's White, non-
Hispanic residents; and

Whereas,

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WASHINGTON COUNTY COUNSEL
155 N FIRST AVENUE, SUITE 340, MS #24
HILLSBORO, OR 97124
PHONE (503) 846-8747 - FAX (503) 846-8636

- Hispanics are significantly under-represented in the Washington County government's workforce, while non-Hispanic Whites are significantly over-represented;
- African American and Hispanic youth in Washington County are much more likely to be referred to Juvenile Court than White youth; and
- The 2018 "Leading with Race" report from the Coalition of Communities of Color noted, among other findings, that:
 - Lenders in Washington County are more likely to reject home-loan applications from high-income African Americans and Latinos, 86% and 125% more likely, respectively, compared to those from high-income White (non-Hispanic) home-loan applicants.
 - As many as 68% of Native American single mothers with children are in poverty in Washington County, a rate even higher than the national poverty rate of 48% for Native American single mothers.

Whereas, despite these and other challenges, racial and ethnic communities in Washington County continue to build and nourish thriving families, businesses and neighborhoods; and

Whereas, these inequities can and must be addressed as Washington County has a moral and legal responsibility to provide all its residents with equitable access to the County's public resources; and

Whereas, we recognize and reaffirm Washington County's commitment to creating an inclusive culture that values and celebrates the diversity of the county's residents and employees; and

Whereas, we will lead the equitable delivery of Washington County's services to every county resident, and will provide equitable opportunities for growth, development and access to resources; and

Whereas, the government of Washington County is committed to dismantling long-standing systems, programs, policies and practices that may have historically created obstacles to the success of people of color, members of ethnic communities and any marginalized group; and

Whereas, the Washington County government is committed to ensuring that its staff in frontline and management roles mirrors the demographics of the community it serves; and

Whereas, the Board of Commissioners is taking a systematic approach to diversity, equity and inclusion and will proceed with care and thoughtfulness; and

Whereas, we acknowledge the diligent efforts and commitment to improving diversity, equity, inclusion and effectiveness provided by County frontline employees and leadership staff, including members of the Diversity, Equity and Inclusion (DEI) "Think Tank" and the staff Equity Committee; and

Whereas, the Board of County Commissioners values and will be responsive to the community's evaluation of and feedback about the County's diversity, equity and inclusion initiative; and

Whereas, Washington County government procures goods and services through the issuance of contracts and purchase orders with taxpayer funds; and

Whereas, we strive to act with humility and openness as we evolve new and better insights and solutions to achieving a more equitable Washington County and that this is a journey

with a long continuum that will require a long-term and ongoing commitment from this and future boards.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that on this 25th day of February, 2020, the Washington County Board of Commissioners will:

1. Commit to:
 - a. Fostering, supporting and strengthening equity and inclusion in the County's programs, practices and policies; and
 - b. Continuing to develop our understanding of the inequities that County policies, programs and practices may cause; and
 - c. Continuing to provide the leadership to make Washington County more equitable and inclusive to all marginalized groups; and
 - d. Ensuring that we spend the public's dollars in a way that maximizes benefit for the community and provides equitable access for all suppliers and contractors; and
 - e. Allocating and providing the resources needed to advance diversity, equity and inclusion in Washington County, and ensuring the County's new Office of Equity, Inclusion and Community Engagement is resourced to achieve the goals of this resolution; and
 - f. Developing workforce training programs that provide economic empowerment and career advancement opportunities for our employees and those we serve; and,
 - g. Structuring our organization to model services, practices and engagement approaches that equitably meets the needs of all residents.

2. Direct the County Administrator to develop an organizational action plan through fiscal year 2020-21 to create:
 - i. The Washington County Office of Equity, Inclusion and Community Engagement, which will be housed in the County Administrative Office; and
 - ii. The Chief Equity Officer position, which will report to the County Administrator; and
 - iii. A staff Leadership Equity Council that will coordinate internal DEI efforts across County departments; and
 - iv. A Communities of Color Advisory Board that will foster collaboration with, and seek input from, communities of color on County policies and programs; and
 - v. A purchasing policy that will provide for access and opportunity for minority and women-owned firms to contract with Washington County to ensure that minority-owned and women-owned businesses have equitable access to these contracting and purchasing opportunities; and
 - vi. A workforce pipeline and training program that will promote recruitment, employment, hiring, training and retention opportunities for communities of color and other disparate communities in Washington County; and
 - vii. Quarterly reports to the Board on the progress of implementing this resolution and ongoing DEI efforts.

LET IT FURTHER BE RESOLVED that the Board of Commissioners adopts and certifies that the attached Addendums A & B be integral parts of this resolution and shall be used as a guide for implementation.

EXHIBIT C: BOARD OF COUNTY COMMISSIONERS EQUITY RESOLUTION

DATED this 25th day of February, 2020.

BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

CHAIR KATHRYN HARRINGTON

RECORDING SECRETARY

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EXHIBIT D: INSURANCE REQUIREMENTS SUMMARY FORM

1/7/2022

**INSURANCE REQUIREMENTS SUMMARY FORM**

Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Worker's Compensation and Automobile Liability coverage.

It is strongly advised that contractors give this information to their insurance agent to verify that all requirements can be met.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED** by separate endorsement.

☐ Not Required.

☒ **COMMERCIAL GENERAL LIABILITY INSURANCE** with limits of not less than:

☐ \$500,000 / \$1,000,000

☒ \$1,000,000/\$2,000,000

☐ \$2,000,000 / \$4,000,000

☐ Other: \$ _____ each occurrence / aggregate for Bodily Injury and Property Damage.

☐ **ADDITIONAL INSURED ENDORSEMENT** not required.

2. **AUTOMOBILE LIABILITY INSURANCE.** Contractor shall at all times carry Automobile Liability Insurance for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.

☐ Not required.

☒ **AUTOMOBILE LIABILITY INSURANCE** with a combined single limit per accident, or the equivalent of not less than:

☒ \$1,000,000

☐ \$2,000,000

☐ Other: \$ _____ each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.

☐ No requirement in excess of that required under state law.

☐ Automobile Liability Additional Insured Endorsement is not required.

3. **PROFESSIONAL LIABILITY INSURANCE** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.

☒ Not required.

☐ PROFESSIONAL LIABILITY INSURANCE with limits of not less than:

☐ \$1,000,000/\$2,000,000

☐ \$1,000,000/\$3,000,000

☐ \$2,000,000/\$4,000,000

☐ Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. ☒ **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

☐ OTHER: \$ _____

5. **OTHER COVERAGE(S) REQUIRED**

- A. ☐ **POLLUTION OR ASBESTOS LIABILITY INSURANCE** with limits of not less than

☐ \$1,000,000

☐ Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)

AND

☐ \$1,000,000

☐ Other: \$ _____ in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

- B. ☐ **EMPLOYEE DISHONESTY AND MONEY AND SECURITIES** with a limit of not less than \$ _____ each occurrence to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for County or on behalf of County clients.

- C. ☐ **CYBER LIABILITY INSURANCE** with limits of not less than

☐ \$1,000,000

☐ Other: \$ _____ each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.

- D. ☐ **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than
☐ \$1,000,000
☐ Other \$ _____ each occurrence to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.
- E. ☐ **PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED**
 ENDORSEMENT naming Washington County, its agents, officers, elected officials and employees with respect to liability for Bodily Injury and Property Damage.
- F. ☐ **BUILDER'S RISK** \$ _____ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require County Risk Manager approval prior to implementation. The County is to receive copy of new policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.
- G. ☒ **OTHER** (describe coverage and limits):
 County agrees to waive Subcontractor Insurance requirements.

NOTES:

Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of the contract.

Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless the requirement is expressly modified or waived by the County.